

Ref Number: CSML/Education/RFP/001

Date:09/03/2018

## Cochin Smart Mission Limited



**Smart City**  
MISSION TRANSFORM-NATION

### Request for Proposals

For  
**Implementation of Smart Classrooms in  
Government Schools of Kochi  
Under  
Smart City Mission**

**MANAGING DIRECTOR**  
**COCHIN SMART MISSION LIMITED (CSML)**  
10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011,  
India. PHONE: 0484-2350355  
E-MAIL: [csmltenders@gmail.com](mailto:csmltenders@gmail.com)

CSML/Education/RFP/001

Date: 09-03-2018

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website [www.csml.co.in](http://www.csml.co.in), [www.kochimetro.org](http://www.kochimetro.org) and [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) - under organization name – “Kochi Metro Rail Ltd.” for **“Implementation of Smart Classrooms in Government Schools of Kochi”**

The revised details are as under.

Sl. No.	Event's Name	Information
1.	Organization	Cochin Smart Mission Limited (CSML)
2.	Project	Smart City Projects under Smart City Mission
3.	NIT No.	CSML/Education/RFP/001
4.	Name of Work	Implementation of Smart Classrooms in Government Schools of Kochi
5.	Project duration	3 months + 5 Years O&M
6.	Form of Contract and Class of Contract	Open Tender two cover bidding (E- Tender) National Competitive Bidding
7.	Type of Quotation	Item rate - BOQ based contract
8.	Estimated Cost of the work	Rs. 4.9 Crores (Rupees Four crores and ninety lakhs Only)
9.	Tender document Fee	Rs. 8,850 (Rupees Eight Thousand Eight Hundred and Fifty Only) through Online e-Tendering Payment Gateway ( <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> )
10.	Earnest Money Deposit (EMD)	Rs. 1,00,000 (Rupees One Lakh Only) through Online e-Tendering Payment Gateway ( <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a> )
11.	Bid Document Downloading Start Date	9 <sup>th</sup> March 2018
12.	Last date for sending pre-bid queries	18 <sup>th</sup> March 2018 till 17:00 hrs. at <a href="mailto:csmltenders@gmail.com">csmltenders@gmail.com</a>
13.	Date, Time & Place of Pre-bid Meeting	19 <sup>th</sup> March 2018 at 15:00 hrs. Venue: Kochi Cochin Smart Mission Limited, 10 <sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.
14.	Last date of Online Submission of Bids	2 <sup>nd</sup> April 2018, till 17:30 hrs.
15.	Last date of submission of EMD and Power of Attorney (Hard copy)	2 <sup>nd</sup> April 2018, till 17:30 hrs.

Sl. No.	Event's Name	Information
16.	Date & Time for Opening of Bids	5 <sup>th</sup> April 2018, at 17:00 hrs.
17.	Bid Validity	180 days
18.	Officer Inviting Bids	Managing Director, CSML
19.	Bid Clarification and Queries Addressed to	General Manager Email: csmltenders@gmail.com

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**Managing Director**  
**Cochin Smart Mission Limited**

## Table of Contents

<b>1. INSTRUCTION TO BIDDERS</b> .....	<b>8</b>
1.1. GENERAL INFORMATION AND GUIDELINES .....	8
1.1.1. Purpose .....	8
1.1.2. Consortium.....	8
1.1.3. Sub-Contracting .....	10
1.1.4. Completeness of Bid .....	10
1.1.5. Proposal Preparation Costs .....	10
1.1.6. Pre-bid Meeting and Queries .....	10
1.1.7. Amendment of RFP Document.....	11
1.1.8. Supplementary Information to the RFP .....	11
1.1.9. CSML's Right to Terminate the Process .....	11
1.1.10. Site Visit and Verification of Information.....	12
1.2. KEY REQUIREMENTS OF THE BID.....	12
1.2.1. RFP Document/Tender Fee .....	12
1.2.2. Earnest Money Deposit (EMD) .....	12
1.3. BID SUBMISSION INSTRUCTIONS.....	13
1.3.1. Bid Submission Format .....	13
1.3.2. Bid Submission Instructions .....	13
1.3.3. Late Bid and Bid Validity Period .....	15
1.3.4. Modification and Withdrawal of Bids .....	15
1.3.5. Non-conforming Bids.....	15
1.3.6. Language of Bids .....	16
1.3.7. Authentication of Bid.....	16
1.3.8. Acknowledgement of Understanding of Terms .....	16
1.4. EVALUATION PROCESS .....	16
1.4.1. Bid Opening .....	17
1.4.2. Evaluation of Technical Proposal .....	18
Evaluation of Pre-Qualification Proposals .....	18
Further Evaluation of Technical Proposals .....	18
1.4.3. Financial Proposal Evaluation.....	20
<b>1.4.4. Pre-Qualification Criteria</b> .....	20
<b>1.4.5. Technical Evaluation Criteria</b> .....	22
<b>1.4.6. Eligible Goods and Services, and OEM Criteria</b> .....	23
1.5. AWARD OF CONTRACT.....	24
<b>1.5.1. Award Criteria</b> .....	24
<b>1.5.2. Letter of Acceptance (LOA)</b> .....	24
<b>1.5.3. Signing of Contract</b> .....	25
<b>1.5.4. Failure to Agree with the Terms &amp; Conditions of the RFP / Contract</b> .....	25
<b>1.5.5. CSML's Right to Accept any Bid and to Reject any or All Bids</b> .....	25

1.6.	PERFORMANCE BANK GUARANTEE .....	25
1.7.	RIGHT TO VARY QUANTITY .....	26
1.8.	WARRANTY & MAINTENANCE.....	27
<b>2.</b>	<b>SCOPE OF WORK AND TERMS OF REFERENCE .....</b>	<b>30</b>
2.1.	INTRODUCTION .....	30
2.2.	SCOPE OF WORK.....	30
2.3.	SCOPE OF SERVICES IN DETAIL.....	31
<b>3.</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC) .....</b>	<b>39</b>
3.1.	GOVERNING LAW .....	39
3.2.	PROJECT IMPLEMENTATION SCHEDULE, DELIVERABLES AND PAYMENT TERMS .....	50
3.2.1.	Deliverables & Payment Schedule .....	50
3.2.2.	Payment Terms.....	50
3.3.	CONFIDENTIAL INFORMATION .....	52
3.4.	CHANGE IN LAWS AND REGULATIONS .....	52
3.5.	FORCE MAJEURE .....	52
3.6.	SETTLEMENT OF DISPUTES.....	53
3.7.	EXTENSIONS OF TIME .....	54
3.8.	TERMINATION .....	54
3.9.	PAYMENT UPON TERMINATION.....	55
3.10.	ASSIGNMENT .....	56
3.11.	SERVICE LEVEL AGREEMENT .....	56
3.12.	SLA TERMS.....	57
3.13.	SLAs TO BE COMPLIED .....	58
3.14.	OTHER CONDITIONS .....	59
3.15.	RISK PURCHASE .....	59
	<b>ANNEXURE 1 - GUIDELINES FOR PRE-QUALIFICATION PROPOSAL (PART OF TECHNICAL PROPOSAL).....</b>	<b>61</b>
	<b>ANNEXURE 1.1 - CHECK-LIST FOR THE PRE-QUALIFICATION PROPOSAL .....</b>	<b>61</b>
	<b>ANNEXURE 1.2 - PRE-QUALIFICATION COVER LETTER.....</b>	<b>63</b>
	<b>ANNEXURE 1.3 - FORMAT TO SHARE BIDDER'S AND BIDDING FIRMS PARTICULARS .....</b>	<b>65</b>
	<b>ANNEXURE 1.4. - FORMAT TO PROJECT CITATION .....</b>	<b>66</b>
	<b>ANNEXURE 1.5 - CONSORTIUM AGREEMENT.....</b>	<b>67</b>
	<b>ANNEXURE 2. – GUIDELINES FOR TECHNICAL PROPOSAL.....</b>	<b>69</b>
	<b>ANNEXURE 2.1 - CHECK-LIST FOR THE DOCUMENTS TO BE INCLUDED IN THE TECHNICAL PROPOSAL .....</b>	<b>69</b>
	<b>ANNEXURE 2.2. - TECHNICAL BID COVER LETTER .....</b>	<b>70</b>
	<b>ANNEXURE 2.3 - PROJECT IMPLEMENTATION APPROACH .....</b>	<b>72</b>

<b>ANNEXURE 2.4. - FORMAT FOR OEM AUTHORIZATION .....</b>	<b>73</b>
<b>ANNEXURE 2.5. - TECHNICAL COMPLIANCE MATRIX.....</b>	<b>74</b>
<b>ANNEXURE 3 – GUIDELINES FOR FINANCIAL PROPOSAL .....</b>	<b>78</b>
<b>ANNEXURE 3.1 - FINANCIAL PROPOSAL COVER LETTER.....</b>	<b>78</b>
<b>ANNEXURE 3.2 - FINANCIAL PROPOSAL FORMAT &amp; INSTRUCTIONS.....</b>	<b>80</b>
<b>ANNEXURE 4 - FORMAT FOR DECLARATION BY THE BIDDER FOR NOT BEING BLACKLISTED / DEBARRED .....</b>	<b>80</b>
<b>ANNEXURE 5 - FORMAT OF SENDING PRE-BID QUERIES .....</b>	<b>83</b>
<b>ANNEXURE 6 - POWER OF ATTORNEY .....</b>	<b>84</b>
<b>POWER OF ATTORNEY FOR LEAD MEMBER BY.....</b>	<b>85</b>
<b>CONSORTIUM MEMBER.....</b>	<b>85</b>
<b>APPENDIX 7 – FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (IF APPLICABLE).....</b>	<b>87</b>
<b>ANNEXURE 8 – FORMAT FOR PERFORMANCE BANK GUARANTEE .....</b>	<b>89</b>

# 1. Instructions to Bidders

# 1. Instruction to Bidders

## 1.1. General Information and Guidelines

### 1.1.1. Purpose

AUTHORITY seeks the services of a reputed IT company, for “**Implementation of Smart Classrooms in Government Schools of Kochi**”. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2.0](#) of this RFP document. AUTHORITY for this project is Cochin Smart Mission Limited (CSML).

Cochin Smart Mission Limited (CSML), is a Special Purpose Vehicle (SPV) set up to implement smart city projects under Smart City Mission (SCM). CSML proposes several ICT based smart solutions in Area Based Development (ABD) area and across pan-city providing various smart features / infrastructure in line with the SCM guidelines.

### 1.1.2. Consortium

- i. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii. No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of AUTHORITY.
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- iv. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
  - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
  - b) The Members of the Consortium shall nominate one member as the Lead Member



- c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
- d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
- e) The Members of the Consortium shall submit a declaration as set out in **Annexure 1.5** inter alia consisting of the following:
  - 1) Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
  - 2) Commit to the profit and loss sharing ratio of each member
  - 3) Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
  - 4) Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
  - 5) Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
- f) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of CSML. In the event AUTHORITY does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. Lead member should have minimum 51% share in Consortium. Consortium agreement to be submitted.

### 1.1.3. Sub-Contracting

Sub-Contracting is not allowed for this RFP

### 1.1.4. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

### 1.1.5. Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

### 1.1.6. Pre-bid Meeting and Queries

1. AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. **The representatives, limited to 2**, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

2. All Bidders shall e-mail their queries to [csmltenders@gmail.com](mailto:csmltenders@gmail.com) in the form and manner as prescribed in [Annexure 5](#). The response to the queries will be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
3. AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
4. AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

#### **1.1.7. Amendment of RFP Document**

- 1 All the Corrigendum / Addendum made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

#### **1.1.8. Supplementary Information to the RFP**

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### **1.1.9. CSML's Right to Terminate the Process**

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

### 1.1.10. Site Visit and Verification of Information

- a) The Bidders are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) AUTHORITY will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives AUTHORITY adequate notice of not less than 5 (Five) days prior to such proposed visit.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## 1.2. Key Requirements of the Bid

### 1.2.1. RFP Document/Tender Fee

RFP can be downloaded free of cost from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). RFP Document Fee of **Rs. 8,850 (Rupees Eight Thousand Eight Hundred Fifty Only)** shall be paid through online e-Tendering Payment Gateway only (<https://etenders.kerala.gov.in>) for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

### 1.2.2. Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required submit EMD of **Rs. 1,00,000 (Rupees One Lac Only)** through online e-Tendering Payment Gateway (<https://etenders.kerala.gov.in>).
- 2 The Unsuccessful Bidder's EMD will be returned on issue of, Letter of Acceptance (LOA) to the Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in [Annexure 8](#) of the RFP.
- 3 No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it
- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected

- 5 The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/malafide, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
  - e. If the bidder does not agree to correct arithmetic error.
- 6 The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.

### **1.3. Bid Submission Instructions**

#### **1.3.1. Bid Submission Format**

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### **1.3.2. Bid Submission Instructions**

1. Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<b>Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 2</a> of the RFP. Technical Proposal shall also include following:-</p> <p>Proof of submission of RFP Document Fee and Scanned copy of EMD</p> <p>The Pre-Qualification Proposal along with supporting documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 1</a> of the RFP</p> <p>Pre-Qualification Proposal should be submitted through online bid submission process</p> <p>Technical Proposal should be submitted through online bid submission process</p>
<b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <a href="#">Annexure 3</a> of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only. Submission in Financial Proposal in hard copy will result in rejection of bid</p>

**Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal.**

2. The following points shall be kept in mind for submission of bids;
- a. AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
  - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.

- c. AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- d. Technical Proposal shall not contain any financial information.
- e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.4](#) of this RFP, and if the Bidder does not meet the technical evaluation criteria including pre-qualification, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

### **1.3.3. Late Bid and Bid Validity Period**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the date of submission of the bid.

### **1.3.4. Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

### **1.3.5. Non-conforming Bids**

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

### 1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

### 1.3.7. Authentication of Bid

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorising the signatory of the Bid to commit the Bidder.

### 1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## 1.4. Evaluation Process

- a. AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by AUTHORITY shall evaluate the responses to the RFP (Cover 1, and Cover 2) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.



- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

#### 1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened online in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. AUTHORITY reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - RFP Document fee & Bid Security/EMD, Technical Proposal including Pre-Qualification Proposal
  - Stage 2 - Financial Proposal
- d. The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders will be opened who scores equal to or more than 70 (Seventy) marks in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders

- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

#### 1.4.2. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

##### Evaluation of Pre-Qualification Proposals

- a) Authority shall open the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre-Qualification Proposal. will be opened. Technical proposal including Pre qualification proposals will not be considered further if the mentined requirements as per RFP are not fulfilled. **Each of the Pre-Qualification condition mentioned in [Section 1.4.4 of the RFP is MANDATORY](#)**. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.4](#) of the RFP.

##### Further Evaluation of Technical Proposals

- d) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.

- e) Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.4.5](#) of the RFP.
- f) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in [Section 1.4.5](#) of the RFP.
- g) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer [Section 1.4.5](#) of the RFP). In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- h) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order Completion Certificate, client contact information for verification, and all others components) as required for technical evaluation along with the Technical proposal.
- i) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- j) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- k) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- l) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- m) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### 1.4.3. Financial Proposal Evaluation

- a) All Bidders who has scored more than 70% marks in the Technical Evaluation will be Technically qualified. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- d) Technically qualified bidder who has quoted lowest price, after arithmetic correction will be declared as L1 bidder.
- e)
  - i) If there is a discrepancy between the unit price and the line total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
  - ii) If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail and the total shall be corrected and
  - iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (ii) above.

### 1.4.4. Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

Sl. No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder or the Lead Member of consortium should be registered in India under Companies Act 1956/2013 or as amended and should have been in operation for at least 3 years as on date of submission of the bid.	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</li> </ul>
PQ2	Turnover	The Sole Bidder or the Lead Member of consortium should have <b>average annual Turnover of Rs. 1.5 Crore for last 3 audited financial years (2014-15, 2015-16 and 2016-17) ending March 2017.</b>	<ul style="list-style-type: none"> <li>Certificate from the Statutory Auditor</li> </ul>
PQ3	Experience	The Sole Bidder or Lead Member or any member of its consortium should have <b>successfully supplied and implemented (1) At least One (1) Smart Class projects with the project cost not less than Rs. 4 Crores OR (2) Two (2) Smart Class projects with the project cost not less than Rs. 2.5 Crores each OR (3) Three (3) Smart Class projects with the project cost not less than Rs. 2 Crores each in last 5 (Five) financial years (FY 2012-13, 2013-13, 2014-15, 2015-16 and 2016-17).</b>	<ul style="list-style-type: none"> <li>Copy of Work Order</li> <li>Copy of completion certificate</li> </ul>
PQ4	Blacklisting	The Sole Bidder or Lead Member or any member of its consortium should not have blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or	<ul style="list-style-type: none"> <li>Undertaking by the authorized signatory as per the format given as <a href="#">Annexure 4</a></li> </ul>

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		any other unethical business practices as on date of submission of the proposal.	
PQ5	Certifications	The Sole Bidder or the Lead Member of consortium should have a valid ISO 9001:2008 or similar quality certification.	<ul style="list-style-type: none"> <li>Valid Copy of certificates</li> </ul>

#### 1.4.5. Technical Evaluation Criteria (Supporting documents to be attached)

Criteria	Maximum Marks (Weightages)	Method of allotting marks for technical score
Financial Capability - Annual Turnover - Prime bidder's average annual turnover for the period FY 2014-15, 2015-16 and 2016-17	15 Marks	Sole Bidder / Lead Bidders with 1.5 crore or more turnover will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with turnover of Rs. 0.75 Crores will get 7.5 Marks
Experience of implementing Smart class Programme in India	15 Marks	Sole bidder / any member of Consortium with 5 years or more experience will be awarded 15 marks and bidder with experience of 3 years will get $3/5 \times 15 = 9$ marks
Total no. of smart schools successfully implemented during last one year. Copy of the Client Certificate as a proof has to be attached	10 Marks	Sole bidder / any member of Consortium having implemented 10 schools or above will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with experience of 10 schools will get 10 marks and bidder with schools of 5 schools will get $5/10 \times 10 = 5$ marks

Criteria	Maximum Marks (Weightages)	Method of allotting marks for technical score
Classrooms running for the last one year.  Copy of the Client's Work Order / LOI/LOA Certificate as a proof must be attached	15 Marks	Sole bidder / any member of Consortium having implemented 1000 smart class rooms or more will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 1000 classrooms will get 15 marks and bidder with 500 classrooms will get $500/1000*15=7.5$ marks
System with Mobile app and Web portal based solution for students to access digital content beyond classroom teaching	5 Marks	Evaluation committee will study the functionality of the Mobile application and mark accordingly based on features.
No. of schools of Kerala Education board supported by the solution proposed. Documentary proofs with customer references should be submitted	10 Marks	Sole bidder / any member of Consortium having implemented 5 schools or more of Kerala Education Board will be awarded 10 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 3 schools of Kerala Education board will get $3/5*10=6$ marks.
Compliance to Functional requirements at Annexure 2.5	10 Marks	Systems will be evaluated for the Functional requirements as per Annexure and marks shall be assigned accordingly.
Approach and Methodology	10 Marks	Methodology will be evaluated, and marks shall be assigned accordingly.
Presentation of the solution.	10 Marks	Presentation will be evaluated, and marks shall be assigned accordingly.

**Note: AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place.**

**The bidders need to submit appropriate supporting evidences to satisfy the criteria**

**# Bidder(s) will be called for the demonstration of the proposed system at CSML**

#### **1.4.6. Eligible Goods and Services, and OEM Criteria**

- a. The Bidder shall quote only one specific make and model from only one OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and

functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.

- b. The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.
- c. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- d. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project as [Annexure 2.4](#) in the RFP
- e. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- f. **Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.**

## 1.5. Award of Contract

### 1.5.1. Award Criteria

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.

The bidder who has scored 70% & more marks will be technically qualified and financial Bid of Technically qualified bidder will be opened and bidder who has quoted lowest bid price post correction of arithmetic error will be considered as L-1 bidder.

### 1.5.2. Letter of Acceptance (LOA)

Prior to the expiration of the period of bid validity, AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the



formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

### **1.5.3. Signing of Contract**

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY

### **1.5.4. Failure to Agree with the Terms & Conditions of the RFP / Contract**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

### **1.5.5. CSML's Right to Accept any Bid and to Reject any or All Bids**

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

## **1.6. Performance Bank Guarantee**

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to AUTHORITY.
- b) The PBG shall be from a Scheduled Commercial Bank in the format prescribed in [Annexure 8](#), payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the

obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of the period of 'Go- Live' + 60 months for the project.

- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

## 1.7. Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## 1.8. Warranty & Maintenance

- a) Successful Bidder shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of 60 months from the date of **Go-Live**.
- b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- c) AUTHORITY or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.
- e) During the comprehensive warranty period, the Successful Bidder shall provide free of cost all product(s), patches/fixes, and version upgrades etc., within 15 days of their availability and should carry out installation and make operational the same at no additional cost to AUTHORITY.

### **The Successful Bidder hereby warrants AUTHORITY that:**

- i) The supplied Hardware's (H/w) & Software's (S/w) meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- ii) The proposed H/w & S/w shall achieve parameters delineated in the technical specification/requirement.

- iii) The Successful bidder shall be responsible for warranty & maintenance services from licensors of products included in the systems.
- iv) The Successful bidder shall ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty and maintenance period.

## 2. Scope of Work and Terms of Reference

## 2. Scope of Work and Terms of Reference.

### 2.1. Introduction

1. The Smart education objective is to bring in state of the art education to students through classroom revolution which is to innovate education, teaching and evaluation methods, and educational environments using information Technology. This comprehensive project requires various tasks; 1. Development and application of digital textbooks 2. Installation of fully networked smart classroom with smart boards and accessories 3. Strengthening teachers 'capabilities for implementing Smart Education 4. Securing high quality educational content and ensuring regular Updation. 5. Development of teaching and learning models 6. Establishment of cloud-based education service.

### 2.2. Scope of work

1. Smart class aims at bringing technology into the classroom. It brings an exhaustive repository of world class digital modules or lessons, (consisting of 2D and 3D animations, graphics, audio and video) on every subject, which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with liquid clarity. The objective of this project is to bring in Smart class rooms to the Government Schools of Kochi.
2. Malayalam is the medium of instruction and language of learning in government schools of Kochi. The text books of the Kerala board are written in Malayalam and the medium of instruction on certain schools is English and hence the learning content may also be provided in English, other than Malayalam.
3. The teachers are to be trained by the service provider to effectively use the hardware and software of the smart class. A minimum of two teachers per smart class are to be trained.
4. The learning content shall be exhaustive with respect to Kerala state board/CBSE curriculum. The animations shall be of high quality which easily explains complex

phenomena such as Heart functioning (biology), lab reactions (chemistry), nuclear reaction (physics), etc. The animations and other interactive content should be such that it assists the teaching/learning process in an effective and simple manner. The modules should have pause, play, fast forward and rewind options. Movement from one module to other (e.g.: one chapter to another or from animation module to assessment module) should also be easy, quick and user friendly.

5. The software and hardware of the service provider should be flexible in such a way that any additional multimedia content in the form of video, lectures, animations, pictures, 2D/3D videos and additional questions created by subject teachers could be added into the database via a pen drive or external hard disk and used in an effective and simple manner.
6. The hardware and software installed shall be such that it shall be compatible to other (define formats) video lecture databases and other (define formats) smart class databases.
7. The smart class system should be such that it could be used in the offline mode (i.e. In the absence of internet).
8. The classrooms of government schools of Kochi are devoid of internet connection and are neither air conditioned nor acoustically designed. The service provider shall take this into consideration while designing and implementing the smart class systems.

### 2.3. Scope of services in detail.

1. **Summary of Scope of work:** The Bidder / Service Provider shall provide the following services for procurement, Installation and Management of 100 Smart classrooms in 25 designated government schools in Kochi and its operation and maintenance for five years which will include training and hand holding. Broadly the scope of work (not limited to) are follows.
  - a. Procurement and installation of Hardware, Networking and other Equipment.
  - b. Procurement Customization and Deployment of Software and content, Web/Mobile App Integration.
  - c. Management and Maintenance of H/w and Software and content Updation.
  - d. Training and Hand holding.
  - e. Online M.I.S. Dashboard.

f. Help Desk Service.

## 2. Procurement and installation of Hardware, Networking and other Equipment.

- a) To Supply Computer Hardware and connected accessories (As per minimum specifications given in this Tender Document , although Service Provider is free to provide higher configuration) and provide Textbook based Educational software, Computer Education software, Spoken English educational software, Safe use of Internet educational software, for a contract period of 5 years.
- b) The Service Provider shall provide the 'structured' cabling as per the industry standards where ever required.
- c) The Service Provider would also need to provide backup power through UPS in order to meet the SLAs. In case additional hardware or upgrade is required in order to maintain the service levels, then Service Provider shall procure / upgrade the same with no additional cost to CSML.
- d) All hardware warranty shall start only after commissioning the smart Education system in all designated schools.
- e) All services / equipment / software / hardware, adjunct or ancillary to the system defined in this RFP, but not specifically mentioned, shall be deemed to have been included in the Service Provider's price proposal.
- f) Desired specifications of the hardware for each smart class rooms are as below.( Not limited to)

List of Hardware	Specification
Computer System (Desktop)	Intel Chipset Motherboard with minimum core i5 Processor  Minimum 4GB RAM DDR4 memory, expandable upto 16 GB RAM  Minimum 1TB HDD SATA



List of Hardware	Specification
	Optical disc drive with both read and write capability Mouse and Key Board Operating system: Microsoft Windows 8.1 or higher or Linux Operating system with Antivirus.
Projection System & Projection image size	Minimum DLP Technology & 59-300 inches
Display Technology	Minimum WXGA , Short Throw
Aspect Ratio	Minimum 4:3 native, 16:9 compatible.
Input/output	Minimum 6 USB Ports and one HDMI.
LAN	Minimum 1xGbps Ethernet connectivity
Audio	Internal amplifier with 30W audio output, option for connecting external speaker.
With power backup	1 KVA line Interactive UPS with 15-20 min Battery back-up.
Smart Board Or Use the wall as Interactive board	Form factor: Portable & surface independent Interactive whiteboard system Interactive area: Interactive Board with minimum 88" diagonal Interactive Surface, IR/optical tracking simultaneous with touch point support

### 3. Procurement Customization and Deployment of Software and content.

- a. To procure and install all the commercial software required for the computer systems, namely, operating system, database, application software, etc. The Service Provider shall purchase these SW with app list out these SW in the bid proposal.
- b. To procure and install all the content for smart education based on Kerala State board for STD I to Std. XII of all subjects.
- c. **Procurement Guidelines and Content.** Procurement guidelines issued by the Kerala Govt and IT@School for all projects related to smart class implementation shall be followed.
- d. Only content approved / endorsed by the Academic Authority ( eg: SCERT) shall be used in schools. The contents prepared under "Public Education Rejuvenation a Mission", namely , 'Samagra' ( samagra.itschool.gov.in ) shall be incorporated in the smart class project. Additional content (Supplementary) will be used only with approval of IT@School and SCERT.
- e. The learning content which shall be categorized into class and subject basis should cover at least the following subjects:

Class	Subjects	Language of Content
XI and XII	English, Malayalam, Hindi, Physics, Chemistry, Biology, Mathematics, Commerce and Arts- All subjects	English / Malayalam
1st to X	English, Malayalam, Hindi, Science, Mathematics and Social Sciences	Malayalam / English

- f. Education content should be separately available in Malayalam and English with voice and Animation relevant to the subject. Minimum 2000 modules in each language per subject. Each module of minimum 3 minutes duration. The syllabus should be transformed into video form as required with animation and graphics to support complete syllabus.

- g. To provide Computer Educational Software, Spoken English educational software, cybercrime and Internet educational software.
- h. All software and content updates will be done periodically. For this purpose the system should be online and connected to the central system. The whole system is recommended to work on a SaaS (Software as a Service model), where education content is available on the local computer and content Updation is done online in real time.
- i. Development and maintenance of web portal and Mobile app for browsing content by registered users.

#### **4. Management and Maintenance of HW and Software**

- a. The service provider will be responsible for Maintenance of all the HW and Software procured and installed as part of the project for five years.
- b. The Service Provider will be required to provide the Technical Support and training and hand holding for the smart class room systems.
- c. Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in SLAs.
- d. Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
- e. Software version control and software documentation management.
- f. All licenses procured by the Service Provider under this project will be in the name of the CSML.
- g. Any issues in the HW/SW will be resolved promptly as per SLA. An escalation matrix will be prepared and shared with CSML for resolution of all issues.
- h. The Service Provider will also be responsible to keep track of the version control of the software applications.

#### **5. Training and Hand holding**

- a. To impart training to all teachers in the school in which smart class rooms have been implemented. A training program will be prepared with training manual, Do's and Don'ts etc. The training program shall include comprehensive operation of the system, installing and use of textbook content based Computer Aided Learning (CAL) educational software, computer education software, common software applications (Word, Presentation, Spreadsheet etc.),
- b. The teachers' user manual should be made available to all trainee teachers in Malayalam and English.

#### **6. Online MIS Dashboard**

- a. The Service Provider has to provide an Online MIS Dashboard for monitoring, controlling and reporting of all activities. There will be different levels of reporting, namely, Teachers, principal, DEO, CSML. The look and feel of the dashboard shall be approved by CSML or a Committee comprising CSML, education experts, DOE.
- b. System will facilitate data gathering from various intervention, locations, analyze and present the information in an appropriate manner for decision making.
- c. System will help to monitor the computers and should be able to produce different reports about uptime, downtime and idle time of all the systems. System will also facilitate generation of analytical reports to verify compliance with the SLA by the Service Provider.

#### **7. Help Desk Service**

- a. The Service Provider will setup help desk services which will serve as a Single Point of Contact (SPOC) for all smart class related incidents and service requests. Online MIS Dashboard must be used by these help desk services for reporting all issues apart from other means of reporting. The scope of work includes:
  - Help Desk facility for reporting issues / problems with the IT infrastructure.
  - Help Desk facility for reporting issues / problems with related to software and content.

- b.** Set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
- Online MIS Dashboard Help Desk system.
  - Specific E-Mail for raising a service request.
  - Dedicated toll free Phone Number (freely reachable from landline as well as all major mobile service providers)
  - Remote assistance for quick resolution
- c.** The Help Desk shall undertake the following activities:
- Log issues / complaints related to IT and facility management at the school under the scope of work on the Online MIS Dashboard and issue an ID number against the issue / complaint.
  - Assign severity level to each issue / complaint.
  - Track each issue / complaint to resolution using the Online MIS Dashboard.
  - Escalate the issues / complaints, to department if necessary as per the escalation matrix to be defined in discussion with CSML.
  - Provide feedback to CSML .
  - Analyze the issue / complaint statistics.
  - Creation of knowledge base on frequently asked questions (FAQs) to aid the users.
  - On department request provide detailed reports of all incidents raised by users and resolution time using Online MIS Dashboard.

## 3. General Conditions of Contract (GCC)

### 3. General Conditions of Contract (GCC)

#### 3.1. General Conditions

##### 1. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

- 1.1 "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.
- 1.2 "Consignee" means where the equipment are required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination.
- 1.3 "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
- 1.4 "The "Contractor"/Bidder/Tenderer" means the person, firm or company with whom the order of the supply is placed/participated/intend to participate in the tender.
- 1.5 "Drawing" means the drawing or drawings specified in or annexed to the specification.
- 1.6 The "Inspecting Officer" means the person/team of CSML specified in due course of time for the purpose of inspection of equipment and includes his/their authorized representatives.
- 1.7 "Particulars" include:-
  - a) Specifications
  - b) Drawings
  - c) "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;

- d) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

1.8 "Inspection Test" means such test or tests as are prescribed by the specifications to be made by the Purchaser / Employer or his nominee during installation, and commissioning.

- a. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser / Employer;
- b. The "Purchaser / Employer" means Cochin Smart Mission Limited (CSML).
- c. "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
- d. "Site" mean the Locations as specified in the technical specifications at which equipment is required to be delivered /installed by the Contractor under the contract or any other place approved by the Purchaser / Employer for the purpose in Kochi
- e. "Equipment" means the goods in the contract, which the Contractor has agreed to supply under the contract;
- f. "Test" means such test as is prescribed by the particulars or considered necessary by the CSML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- g. "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "technical Specifications / schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and technical Specifications / "Schedule of Requirements").
- h. The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from CSML /its representatives the consignee



- i. "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- j. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, or the General Clauses act, 1897 as the case may be.
- k. "Facilities" means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- l. "Purchaser / Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser / Employer.

## 2. CONTRACT DOCUMENTS:

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

## 3. SEVEREABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 The Contractor/Bidder shall design, manufacture, deliver , supply, install, commission, training and carry out defect liability period (DLP) and Operation including Comprehensive Annual Maintenance contract (CAMC) obligation (including associated purchases ) with due care and diligence in accordance with the Contract.
- 4.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser / Employer; The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

4.3 The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser / Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

## 5. CONFIDENTIAL INFORMATION

5.1 The Purchaser / Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

5.2 The Contractor shall not use such documents, data and other information received from the Purchaser / Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

## 6. CONTRACT

6.1 This contract is for the supply, install, commissioning, training and maintenance of the equipment of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. All equipment must be brand new and unused. Unpacking/seal opening has to be done in presence of CSML/authorized representatives.

6.2 The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser / Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

## 7. PERFORMANCE BANK GUARANTEE

7.1 The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid upto completion of O & M period from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 28 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 10% of the value of the LOA .

- 7.2 Failure to submit PBG within 28 days from the LOA / purchase order will attract LD of 0.5% per week of the total LOA subject to maximum of 10% of the LOA value, after which the contract will be deemed to be cancelled.
- 7.3 The Purchaser / Employer shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser / Employer shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser / Employer may suffer.

## 8. TAXES AND DUTIES

- 8.1 The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- 8.2 In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess /Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Purchaser / Employer .

## 9. DELIVERY

The Contractor shall be required by the Purchaser / Employer to deliver the equipment at Kochi site locations as per Technical Specifications, the quantities of the equipment detailed therein shall be delivered not later than the dates specified in the delivery schedule. The delivery will not be deemed to be complete until and unless the equipment are inspected and accepted by the Inspecting Officer/team of CSML or its representatives

- 9.1 Notification of delivery: Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser / Employer immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment"s needs to be communicated to the Purchaser / Employer on every dispatch.
- 9.2 Time for delivery: the essence of the contract The time and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and

delivery must be completed not later than the dates so specified or extended by Purchaser / Employer.

9.3 Progress of Deliveries The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser / Employer for the purpose of ascertaining the progress of the deliveries under the contract.

9.4 Extension of Time for Delivery The Purchaser / Employer may extend the timeline for delivery of equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of Purchaser / Employer. The price quoted shall remain same even in case of extended delivery time line.

## 10. FAILURE AND TERMINATION

If the contractor fails to deliver the equipment or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser / Employer may without prejudice to his other rights:- Recover from the Contractor as a penalty a sum equivalent to 0.5 % value of total LOA / purchase order (contract value) per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser / Employer.

## 11. CONSEQUENCES OF REJECTION

If on inspection of the equipment at site, are found to be not matching the requirement of Purchaser / Employer as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CSML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused equipment meeting the requirement as mentioned in the tender document within the stipulated period of delivery.

### 11.1 Removal of rejected stores

- i) On rejection of any equipment submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
- ii) All rejected equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CSML representatives or its authorized personnel may remove the rejected equipment. The Purchaser / Employer shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipment after the expiry of the time-limit mentioned above.

## 12. FORCE MAJEURE

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Purchaser / Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

## 13. PACKING AND MARKING

13.1 Packing: The Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.

Each packages shall contain a packing note specifying the name and address of the Contractor, the

number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.

13.2 Marking: The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: - The following particulars should be stenciled with indelible paint on all the materials/packages:

- a. Contract No.
- b. Purchaser / Employer Name & logo.

In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India

#### 14. PAYMENT TERMS

The standard payment terms subject to recoveries, if any, by way of Liquidated Damages will be as under: -

##### 14.1 Payment terms:

1. 90% payment of the supply value of equipment will be made on submission of following documents:
  - a. Certificate from the Purchaser / Employer of having receipt of Performance Bank Guarantee.
  - b. Invoice in duplicate.
  - c. Certificate from purchaser/ consignee indicating successful Installation, testing, commissioning, Training of equipment along with necessary operational training to its staff at the site as indicated in purchase order.
  - d. Insurance Copy (transit plus storage).
  - e. Packing list.
2. Out of 10% Balance amount:
  - a) 5% will be released at the end of first year of DLP period after deducting if any charges for delay in attending fault, as penalty and
  - b) 5% will be released at the end of second year of DLP and Final Acceptance Certificate after deducting any charges for delay in attending fault, as penalty.

3. Payment of O & M charges shall be made on quarterly basis at the end of the quarter against the consignee's certificate indicating that firm has successfully maintained the equipment during the claim period. Payment should be followed strictly as per terms and conditions of Tender Documents and Tax as applicable will be deducted.

#### **15. CONSIGNEE'S RIGHT OF REJECTION**

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser / Employer, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

#### **16. RESPONSIBILITY FOR COMPLETENESS**

- 16.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the equipment must meet the operational requirement at the place of delivery.
- 16.2 All the charges incurred towards man-powers, materials, transportation, making the equipment operational etc. at the place of delivery shall be borne by the successful bidder.

#### **17. INDEMNITY**

- 17.1 The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser / Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Purchaser / Employer, the Purchaser / Employer

shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

17.2 The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser / Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.

## 18. CORRUPT PRACTICES

18.1 The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser / Employer or working under the orders of the Purchaser / Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser / Employer or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser / Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser / Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 10.

## 19. INSOLVENCY AND BREACH OF CONTRACT

**19.1 The Purchaser / Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:**

- a. If the Contractor being an individual or a firm:- Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or



circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

- c. If the contractor commits any breach of the contract not herein specifically provided for.
- d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser / Employer and provided also the Contractor shall be liable to pay to the Purchaser / Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

## 20. LAWS GOVERNING THE CONTRACT

20.1 This contract shall be governed by the Laws of India for the time being in force.

20.2 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

## 21. ARBITRATION

21.1 In case of any disputes arising between the Purchaser / Employer and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, CSML. All the decisions made by the Arbitrator shall be final and binding to both the parties.

**21.2 Cost of Arbitration:** The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

**21.3 Jurisdiction of Courts:** Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Kochi.

**21.4 Suspension of Work On Account Of Arbitration :** There should be no impact on the ongoing supply, installation, testing, commissioning, maintenance, operational requirement of equipment along with training to the staff of the purchased in case the matter is referred to Arbitration.

## 3.2. Project Implementation Schedule, Deliverables and Payment Terms

### 3.2.1. Deliverables & Payment Schedule

The payment of during Go-Live shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of AUTHORITY as **percentage (%) of the total contract value**.

#### T = Signing of Contract

S No	Key Deliverables	Timelines	Payment Milestones*
1	Supply, Installation & Commissioning of Computer, Projection System, power backup and Smart Board	T + 2 Weeks	Total of Item No. 1, 2 and 3 in BOQ shall be paid after completion of specified deliverables
2	Supply, Installation, Commissioning of balance Hardware, Networking, 2 MBPS internet connection and other Equipment for smart class	T + 3 Weeks	
3	Procurement (Development) Customization and Deployment of Software, Academic Content and Mobile App. Help Desk Services.	T + 8 Weeks	
4	Training and Hand holding (including fixes of any gaps/issues) & Go-Live (G)	T+ 12 Weeks	Total of Item No. 4 and 5 in BOQ shall be paid in equal quarterly installments spread across 5 years Post Go-Live.
5	Operation , Maintenance & Helpdesk services for the period of 5 Years	G + 60 Months	

### 3.2.2. Payment Terms

- No advance payment shall be made.

2. The Bidder's request(s) for payment shall be made to the AUTHORITY in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract.
3. Payment shall be released as per above mentioned Payment milestones after ensuring satisfactory delivery, installation, commissioning, Inspection of all material at AUTHORITY's premises and other respective offices
4. For the processing of the quarterly payment in O & M phase, the Successful Bidder shall submit the invoice along with the details of incidents handled in the particular period. Quarterly instalments will be processed only after certification by designated AUTHORITY officer.
5. Payments shall be made promptly by the AUTHORITY within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the AUTHORITY's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
6. Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of bidder.
7. All remittance charges shall be borne by the Successful Bidder.
8. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
9. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
10. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
11. It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. In case during evaluation, it is found that certain H/w or S/w which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional H/w or S/w are required for meeting the RFP requirement and the same has not been quoted by the

Successful Bidder, the Successful Bidder shall provide all such additional H/w or S/w at no additional cost to AUTHORITY.

### 3.3. Confidential Information

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

### 3.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

### 3.5. Force Majeure

- a) The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Successful Bidder shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the

Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 3.6. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.
2. **Arbitration:**
  - a) In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the AUTHORITY and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Managing Director, CSML. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
  - b) Arbitration proceedings shall be held in Kochi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by AUTHORITY and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

### 3.7. Extensions of Time

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AUTHORITY, unless an extension of time is agreed mutually.

### 3.8. Termination

1. AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful Bidder submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.

7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
10. If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event AUTHORITY terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to AUTHORITY for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

### 3.9. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the AUTHORITY. Applicable under such circumstances, upon termination, the AUTHORITY may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 days of termination date.

### 3.10. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

### 3.11. Service Level Agreement

1. The service levels to be established for the Services offered by the Successful Bidder to the AUTHORITY. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the AUTHORITY.
2. The SLAs may be reviewed on quarterly basis as the AUTHORITY decides after taking the advice of the Successful Bidder and other agencies. All the changes shall be made by the AUTHORITY in consultation with the Successful Bidder.
3. In case of failure / delay to complete the work/supply in time the penalty shall be levied @ 0.50% per week or part thereof of the total Contract Value subject to maximum of 10% of the total Contract Value. If the total Penalty exceeds beyond 10%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and AUTHORITY may on their sole discretion cancel the order. Penalty will be recovered from the retention amount.
4. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the AUTHORITY or an agency designated by them, then the AUTHORITY shall have the right to take appropriate punitive actions including termination of the contract.



5. Onsite comprehensive (including all Hardware, Software, network cabling for all types of defects and problems) maintenance services shall be provided by the Supplier / OEM during the period of warranty and Comprehensive Annual Maintenance Contract (CAMC). In case the supplier fails to rectify the problem within SLA including holidays then OEM shall be required to provide second level support, service to rectify the problem or replace the faulty system or part thereof. The performance of the system shall be measured and applicable penalties shall be calculated and imposed on the bidder, in case the performance is below the defined thresholds.

### 3.12. SLA Terms

SLA Terms	Description
<b>Uptime</b>	'Uptime' refers to availability of network across various labs. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total working time in the month (in minutes) multiplied by 100
<b>Prime Business Hours (PBH)</b>	PBH refers to the prime network utilization period, which shall be school working hours on all working days.
<b>Extended SLA Hours (ESH)</b>	ESH refers to the network utilization period, which shall be Outside PBH.
<b>System Uptime</b>	Time for which user is able to access the software applications, MIS Dashboard website and other components during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application etc.
<b>Bugs/Issues in application</b>	<ul style="list-style-type: none"> <li>• Critical bugs / issues – Bugs / issues affecting more than one system.</li> <li>• Non-critical bugs / issues – Bugs / issues affecting at most one user.</li> </ul>

### 3.13. SLAs to be complied

Parameter for SLA	Penalty
<b>Development / Customization, Testing, Acceptance, installation, commissioning and Implementation of Text Book based educational Software application. To be completed in T + 12 Weeks</b>	Penalty of Rs 2000 per class room per week where the installation is incomplete.
<b>Uptime after Go-Live – 99% ( during PBH)</b>	Penalty of Rs 2000 per class room per week of unavailability.
<b>Average internet availability – 99% ( during PBH and ESH)</b>	Penalty of Rs 2000 per week of unavailability per class room.
<b>Resolution time for bugs / issues in the applications – 48 Hours</b>	Penalty of Rs 2000 per week of unavailability per class room.
<b>Availability of Trainer</b>	Penalty of Rs 2000 per week of absence of trainer.
<b>Timely Operation, Maintenance &amp; Helpdesk services</b>	Penalty of Rs 2000 per week

Penalty will be recovered from the retention amount.

### 3.14. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Kerala/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.
- c) Managing Director, CSML reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

### 3.15. Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MANAGING DIRECTOR, CSML reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

# Annexures

## Annexure 1 - Guidelines for Pre-Qualification Proposal (part of Technical proposal)

### Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad			Registration Number: Date of Incorporation:
6.	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2014-15, 2015-16 and 2016-17			Year-wise details of turnover
7.	Valid copy of the ISO 9001:2008 or higher certification			Issuing By:

S No.	List of Documents	File Name	Submitted (Y / N)	Description
				Issuing Date: Validity Date:
8.	<p>Declaration for not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.</p> <p>As per format provided at Annexure 4</p>			Reference No: Date of Letter:

## Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

**Managing Director,  
Cochin Smart Mission Limited (CSML)  
10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Subject:** Bid for Implementation of Smart Classrooms in Government Schools of Kochi

**RFP Reference No: XX**

Dear Sir,

With reference to your “**RFP for Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission**”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [ ] in the form of [.....] and Tender fee of INR [ ] online through e-Tendering Portal ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document



- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:



## Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

### Annexure 1.4. - Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

**Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.**

## Annexure 1.5 - Consortium Agreement

### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

*[On Non-judicial stamp paper duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part and \_\_\_\_\_ (hereinafter referred as "\_\_\_\_\_") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS CSML, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **RFP for Implementation of Smart Class rooms in Government Schools of Kochi under Smart City Mission:**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the **"RFP for Implementation of Smart Class rooms in Government Schools of Kochi under Smart City Mission"** as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for **"RFP for Implementation of Smart Class rooms in Government Schools of Kochi under Smart City Mission"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the Authority.
- c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

Party C: \_\_\_\_\_

vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

(Party of the third part)

Witness:

i. \_\_\_\_\_

ii. \_\_\_\_\_

## Annexure 2. – Guidelines for Technical Proposal

### Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Technical Compliance Matrix			-
3.	Project Implementation Approach			-
4.	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its consortium should have successfully supplied and implemented Smart Classrooms projects as per requirements indicated in Clause 1.4.4 and 1.4.5			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
5.	OEM Authorization Form			OEM Name: Date:

## Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**Managing Director**

**Cochin Smart Mission Limited (CSML)**

**10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Sub : Request for Proposal for "Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission"**

RFP Reference No: XX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **"Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission"**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **"Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission"**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CSML or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a Scheduled Commercial Bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CSML.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSML is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSML as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:  
(Signature)  
(Name)  
(In the capacity of )  
[Seal / Stamp of bidder]  
Witness Signature:  
Witness Name:  
Witness Address:

-----

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_\_ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:  
Signature:  
(Company Seal) (Name)

## Annexure 2.3 - Project Implementation Approach

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- c) Implementation plan– Bidder's approach to implement the project
- d) Operation and Maintenance Plan
- e) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- f) Escalation matrix during contract period

**Note:**

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.

Inadequate information shall lead to disqualification of the bid.



## Annexure 2.4. - Format for OEM Authorization

(This form has to be provided by the OEMs of the products proposed)

Date :

To,

**Managing Director**  
**Cochin Smart Mission Limited (CSML)**  
**10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

RFP Ref: <-->

Dear Sir,

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

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum five years from the date of Submission of the Bid.

Yours faithfully,

(Name)

(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

## Annexure 2.5. - Technical Compliance Matrix

S No	Functional Feature /Requirement	Compliance (Y/N)	Remarks
1.	<u>User Registration:</u> Educational Platform must allow Teachers/Students to register to use the e-Learning contents for a particular grade		
2.	<u>Administration:</u> The Educational Platform must allow administrator to manage user registrations and profiles, define digital content access, and manage content, view reports in an offline environment		
3.	The Educational Platform should have capability to integrate with a payment gateway of banks and accept the payments via credit/debit or any other online cashless payment modes.		
4.	Kerala State Board Content: / CBSE curriculum. The Educational Platform should cover all content related to Class I to Class XII for subjects of the Kerala state board in English / Malayalam.		
5.	<u>Server based digital contents:</u> The Educational Platform will play the digital contents residing online on a server. It would require a high speed internet connection for streaming educational digital contents using this Educational Platform. The user of the Educational Platform must have the required privileges to access the contents.		
6.	<u>Planning &amp; Tracking Academic Progress:</u> Planning and tracking of academic progress should be automatic and enabled for the roles of Students / Teachers		

S No	Functional Feature /Requirement	Compliance (Y/N)	Remarks
7.	<p><u>Performance Tracking:</u></p> <p>Tracking of the scores for a Class or an individual on the basis of the tests &amp; quiz attempted must be possible.</p>		
8.	<p><u>Content Upload:</u></p> <p>Teachers must have the access to feature to upload contents as per the academics and link it to the available academic structure. The upload of contents must allow saving of uploaded contents locally or on a google drive.</p>		
9.	<p><u>Question Bank:</u></p> <p>The Educational Platform should have interactive MCQ/Fill in the blanks/Drag and Drop etc. type questions for the available academic structure.</p>		
10.	<p><u>Teacher can create Question Bank:</u></p> <p>Teacher should be able to add additional questions to the available academic structure and contribute towards creation of Question Bank.</p>		
11.	<p><u>Google for Education:</u></p> <p>The Educational Platform must be integrated with free tools available like Google for Education. It must seamlessly integrate the Google Classroom forum for empowering teachers to create classes, distribute assignments, send feedback, and see everything in one place. It is Instant. Paperless. Easy.</p>		
12.	<p><u>Google Drive:</u></p> <p>The Educational Platform must be integrated with free google drive for uploading and storing contents created by teachers.</p>		
13.	<p><u>YouTube Integration:</u></p>		

S No	Functional Feature /Requirement	Compliance (Y/N)	Remarks
	The Educational Platform must be integrated with YouTube to allow teachers to add reference links for supplementary access to more contents. These added YouTube links must be placed as per the available academic structure and played from within the Educational Platform and stored for anytime access		
14.	<u>Lesson Planning:</u> The Educational Platform should have notes feature to do Lesson Planning and execution for a specific sub topic within a topic/chapter.		
15.	<u>Support blended learning:</u> The Educational Platform should offer a curriculum that mixes classroom and online digital contents easily. The Educational Platform should be able to handle audio and video contents.		
16.	<u>Content integration features:</u> Apart from supporting the vendor's own digital contents, the Educational Platform should provide native support to a wide range of third-party contents also.		
17.	<u>Reports:</u> The Educational Platform should generate user wise reports on Session, Activities, Usage, Notes, Content Addition, Quiz etc. It should be possible to generate .pdf for these reports and even mailing these to registered email id from within the Educational Platform.		
18.	<u>Dynamic Dashboard:</u> The Educational Platform should have a dynamic dashboard to represent the progress of the learning process and give a birds eye view for time spent, quiz available, modules available and progress.		

S No	Functional Feature /Requirement	Compliance (Y/N)	Remarks
19.	<u>Platform Updates:</u> The Educational Platform should have facility to update Online for patches and updates.		

## Annexure 3 – Guidelines for Financial Proposal

### Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Managing Director**  
**Cochin Smart Mission Limited (CSML)**  
**10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Subject:** Bid for Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission

**RFP Reference No: XX**

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
  2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
  3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
  4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by CSML;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.

7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
8. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
10. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

## Annexure 3.2 - Financial Proposal Format & Instructions

**To be submitted on e-Tendering Portal only (i.e. [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in))**

**Bill of Quantities ( BOQ )is uploaded separately as Microsoft excel file.**

### Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated ie Technical proposal and Prequalification documents along with EMD.
- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala([www.etenders.kerela.gov.in](http://www.etenders.kerela.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal [http://www. etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation



- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

## Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Managing Director**

**Cochin Smart Mission Limited (CSML)**

**10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

**RFP Reference No: XX**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

## Annexure 5 - Format of sending pre-bid queries

*RFP Reference No: XX*

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.**

## Annexure 6 - Power of Attorney

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

Know by all men by these presents, We \_\_\_\_\_ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms \_\_\_\_\_ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of \_\_\_\_\_

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**RFP for Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission**”, including signing and submission of all documents and providing information / responses to the CSML, representing us in all matters before CSML, and generally dealing with the CSML in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

**Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.**

## POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

CSML has invited Bids from interested companies for “RFP for Implementation of Smart Class rooms in Government Schools of Kochi under Smart City Mission (“Project”).

Whereas, -----, and ----- (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/s .....shall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the CSML and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the CSML.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this

Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF

.....20

For .....

(Name & Title)

Witnesses:

1.

2. ....

(To be executed by the Member of the Consortium)

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder :

## Annexure 7 – Format for Bank Guarantee for Earnest Money Deposit (If applicable)

To

**Managing Director**  
**Cochin Smart Mission Limited (CSML)**  
10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Dear Sir,

BANK GUARANTEE for Earnest Money Deposit – For <Project Name>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for **Request for Proposal for Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission**" (hereinafter called "the Bid") to CSML, Kochi.

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



## Annexure 8 – Format for Irrevocable Unconditional Performance Bank Guarantee

For Contract Performance Bank Guarantee

**Ref :** < --- >

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To

**Managing Director**

**Cochin Smart Mission Limited (CSML)**

**10<sup>th</sup> Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (Hereinafter, referred to as “Contract”) with you for “**Request for Proposal for Implementation of Smart Classrooms in Government Schools of Kochi under Smart City Mission**”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 8% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against CSML; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... 20XX.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)  
Designation  
(Address of the Bank)  
Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.