
**RFP for PROVIDING,
INSTALLING
COMMISSIONING And
Making GO LIVE THE
SMART CLASSROOM
INFRASTRUCTURE & its
AMC ALONG WITH
OTHER MISCELLIANCE
WORK IN THE
GOVERNMENT SCHOOL
IN DHARAMSALA**

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Dharamshala Smart City Limited
Old Himuda Building, Chilgari,
Dharamshala, Himachal Pradesh, 176215
Phone: 01892 – 226677

NOTICE INVITING TENDER (NIT)

REF No. DSCL/SmartClass/2018-193-197

Date:30-06-2018

DHARAMSHALA SMART CITY LIMITED (hereafter referred to as "AUTHORITY") invites online bids from the eligible bidders through www.hptenders.gov.in for **"Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala"**

The details are as under:

BID DOCUMENT INFORMATION		
S. No.	Particulars	Information
1.	REF No	DSCL/SmartClass/2018-193-197
2.	Scope of Work	"Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala"
3.	Location of Work	Government Schools in Dharamshala
4.	Estimated Cost of the work	Rs.4,98,00,000/- (Rs. Four Crores Ninety Eight Lakhs Only)
5.	Time of Completion of the work	12 months for implementation from the date of signing of the contract
6.	Operations & Management (O & M)	For a period of 36 months from the date of issuance of "Certificate of Completion of Project"
7.	Tender document Fee	Rs.10,000/- (Rupees Ten Thousand only) to be paid only through Demand Draft (DD) in favor of "Dharamshala Smart City Limited"
8.	Earnest Money Deposit (EMD)	Rs.9,96,000/- (Rupees Nine Lakhs Ninety Six Thousand Only)

9.	Date of Issue of Tender Documents Online	9 th July 2018 at 12:00 hrs.
10.	Last date for sending pre-bid queries	23 rd July, 2018 till 17:00 hrs. at dscltender@gmail.com
11.	Date, Time of Pre-bid Meeting	06 th Aug 2018 at 16:00 hrs.
12.	Venue	DHARAMSHALA SMART CITY LIMITED, Old Himuda Building, Chilgari, DHARAMSHALA, Himachal Pradesh, 176215 Ph. No.: 01892-226677 E-mail: dscltender@gmail.com
13.	Last date for Online Purchase of Tender Document.	27 th August 2018 till 17:30 hrs.
14.	Last date of Online Submission of Bids	28 th August 2018 till 17:30 hrs.
15.	Last date of EMD + Hard Copy (Pre-Qualification and Technical Proposal) Submission of Bids.	31 st August 2018 till 12:00 hrs.
16.	PREQUALIFICATION PROCESS Date & Time for Opening of Pre-Qualification Proposal.	4 th September 2018 till 15:00 hrs. Only Prequalified bidders will be invited for a Technical Presentation and Evaluation of their Technical Bids
17.	TECHNICAL PRESENTATION & PROPOSAL Date & Time of Presentations by the bidders along with Evaluation of their Technical Proposal	10 th - 14 th September 2018 between 10:00 to 17:00 hrs. (Exact date & time will be intimated individually to the qualified bidders for presentation)
18.	Date & Time for Opening of Financial Proposals	24 th September 2018 till 17:00 hrs
19.	Project Award Criteria	Technical Qualification followed by Lowest VALUE OF FINANCIAL PROPOSAL (L1)

MD CUM CEO
DHARAMSHALA SMART CITY LIMITED

Disclaimer

Dharamshala Smart City Proposal (**SCP**) was selected to implement the Area Based Development (**ABD**) and Pan-City Proposals (**PCP**) by Government of India under Smart City Project. Dharamshala Smart City Project proposes smart solutions for various smart infrastructure.

To implement Smart City projects in Dharamshala, Dharamshala Municipal Corporation (**DMC**) and Himachal Pradesh Urban Development Department formed a SPV called Dharamshala Smart City Limited.

DHARAMSHALA SMART CITY LIMITED has prepared this Request for Proposals (**RFP**) for "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala." This RFP is a detailed document which specifies terms and conditions on which the bidder is expected to work. DHARAMSHALA SMART CITY LIMITED has taken due care in preparation of information contained herein and believes it to be accurate. However, neither DHARAMSHALA SMART CITY LIMITED or any of its authorities or agencies nor any of their respective officers employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the bidder(s) in preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on DHARAMSHALA SMART CITY LIMITED or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The bidders should go through the RFP in detail and bring to notice of DHARAMSHALA SMART CITY LIMITED any kind of error, misprint, inaccuracy or omission.

DHARAMSHALA SMART CITY LIMITED reserves the right not to proceed with the Project, to alter the timeline reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement or cost of any type will be paid to persons, entities, or consortiums submitting a proposal by under or pursuant under this RFP.

LIST OF ABBREVIATIONS

ABD	Area Based Development
AMC	Annual Maintenance Contract
BCA	Bachelors in Computer Application
BEC	Bid Evaluation Committee
CAMC	Comprehensive Annual Maintenance Contract
CBSE	Central Board of Secondary Education
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
DB	Distribution Board
DCR	Domestic Content Requirement
DLP	Digital Light Processing
DMC	Dharamshala Municipal Corporation
DSCL	Dharamshala Smart City Limited
DVD	Digital Video Disc
DVR	Digital Video Recorder
EMD	Earnest Money Deposit
FAQs	Frequently Asked Questions
Fm	Financial Proposal
Fw	Financial Score Weightage
GCC	General Conditions of Contract
HD	High Definition
HDMI	High-Definition Multimedia Interface
HP	Himachal Pradesh
IEC	International Electrochemical Commission
INR	Indian Rupees
IP	Internet Protocol
IR	Infra Red
LED	Light Emitting Diode
LoA	Letter of Acceptance/ Award
MBPS	Megabytes per Second
MCA	Master of Computer Applications
MCB	Miniature Circuit Breaker
MD	Managing Director
MDF	Medium-density Fibreboard
NCERT	National Council of Educational Research and Training
NEFT	National Electronic Fund Transfer
NIT	Notice Inviting Tender
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PCP	Pan-City Proposals
PMPO	Peak Music Power Output

POC	Proof of Concept
PVC	Poly Vinyl Chloride
RAM	Random-access memory
RFID	Radio Frequency Identification
RFP	Request for proposal
RO	Reverse Osmosis
RTGS	Real-Time Gross Settlement
SCP	Smart City Proposal
Sf	Financial Score
SMPS	Switched-Mode Power Supply
SPOC	Single Point of Contact
SPV	Special Purpose Vehicle
St	Technical Score
TB	Terabyte
TCB	Total Cost of Bid
Tw	Technical Score Weightage
UPS	Uninterruptible Power Supply
USB	Universal Serial Bus
VDSL	Very-high-bit-rate digital subscriber line
VGA	Video Graphics Array
VWB	Visual White Board

DEFINITIONS AND INTERPRETATIONS

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits

1. **“Affiliate”** shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control with
 - d. A Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
2. **“ABD”** Shall mean Area Based Development in the Dharamshala Smart city proposals.
3. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
4. **“Bid / Tender”** shall mean the Techno Commercial and Price Bid

submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.

5. **"Bidder / Bidding Company"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
6. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
7. **"Bid Capacity"** shall means capacity offered by the bidder in his Bid under invitation.
8. **"CEA"** shall mean Central Electricity Authority.
9. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
10. **"Competent Authority"** shall mean Managing Director cum CEO of DAHRAMSHALA SMART CITY LIMITED himself and / or a person or group of persons nominated by Managing Director / CEO for the mentioned purpose herein;
11. **"Commencement Date"** shall be the same as contract date.
12. **"Commissioning"** means Successful operation of the Project / Works by the successful Bidder, for the purpose of carrying out Performance Test(s) as defined in RFP.
13. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
14. **"Contract"** Agreement made between DSCL and the selected bidder within 15 days of issue of Letter of Award (LOA).
15. **"Contract date"** Date of Signing the Contract
16. **"Contract Amount"** The total price quoted by the selected bidder
17. **"DSCL"** Dharamshala Smart City Limited
18. **"HPSEB"** means Himachal Pradesh State Electricity Board

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19. "**Price Bid**" shall mean the Bidder's quoted Price as per the Section - IV of this RFP;
 20. "**RFP**" shall mean Request for Proposal (RFP) / Bid Document / Tender Document
 21. "**O&M**" shall mean Operation & Maintenance for 3 years after issue of "Completion Certificate of Project".

Interpretations

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

1. Instruction to Bidders

1.1 General Information and Guidelines

1.1.1 Purpose

DHARAMSHALA SMART CITY LIMITED seeks the services of a reputed company, for “**Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**” (hereinafter referred to as the “Project”). 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.

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. The Successful Bidder at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority
- iii. No bidder applying individually, or as a member of a Consortium, as the case may be, can be a member of any other consortium 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 jointly and severally 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 Consortium or its members respectively from time to time in the response to this RFP.
- e) The Members of the Consortium shall submit a Consortium Agreements set out in Annexure 1.5 *inter alia* consisting of the following:
- Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work, allocated as per each member’s field of expertise.
 - Commit to the profit and loss sharing ratio of each member.
 - Commit to the scope of work, rights, obligations and liabilities to be held by each member.
 - 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 of the Project.
 - Include a statement to the effect that all the members of the Consortium shall be jointly and separately liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract
- f) In case the Successful Bidder is a Consortium, then no change in the Lead member is permissible. Change of the other member/s in the Consortium can be done only under extreme circumstances such as non-performance of that member, insolvency or bankruptcy of that member, which shall be done only with the prior written approval of the 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 DHARAMSHALA SMART CITY LIMITED. 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.
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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 authorized representatives, limited to 2, of the interested bidders may attend the pre-bid meeting at their own cost. The purpose of the meeting 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 dscltender@gmail.com in the form and manner as prescribed in Annexure 5. The response to the queries will be published on www.hptenders.gov.in. No queries will be entertained thereafter. The 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 amendments made in the document would be published on the e-Tendering Portal only 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 corrigendum(s) to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.9 DHARAMSHALA SMART CITY LIMITED’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 Bidder 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 from the website www.hptenders.gov.in. RFP Document Fee as per the Bid Information Sheet shall be paid through online-Tendering Payment Gateway only. 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 to submit EMD as per the Bid Information Sheet in the form of Demand Draft/ Fixed Deposit Receipt(s)/ Bank Guarantee issued by any nationalized/ scheduled commercial bank in favor of “MD cum CEO, DHARAMSHALA SMART CITY LIMITED”, Dharamshala.
- 2 The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of opening of the financial proposal. 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 the 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 its bid or increases its quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder, 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 jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- 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

- The complete bidding process will be online (e-Tendering). Hard copy in three cover system submission of bids shall be in accordance with the instructions given in the Table below:

Particulars	Instructions
Cover 1	PREQUALIFICATION CUM TECHNICAL BID
Fee	Proof of submission of RFP Document Fee and Scanned copy of EMD.
Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirement specified in this RFP and the formats are prescribed in Annexure 1 of the RFP. Pre-Qualification Proposal should be submitted through Online bid submission process and also in Hard Copy as mentioned in the Bid Information Sheet.
Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP. Technical Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the Bid Information Sheet.
Cover 2 :	FINANCIAL BID
Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 3 of the RFP. Financial Proposal should be submitted through online bid submission process only.
Cover 3 :	The sealed technical bid and financial bid covers duly superscribed shall be put in a bigger cover and sealed and superscribed appropriately

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

2. The following points shall be in consideration 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 RFP.
 - 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 1.4.5 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the technical evaluation criteria, 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 last date of submission of the bids.

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 annexure, 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, authorizing 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 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. Bids shall be opened in the presence of Bidder/ bidder's authorized representative/s present at the Bid opening session on the specified date, time and venue.
- b. AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - o Stage 1 - RFP Document fee and Bid Security/EMD, Pre-Qualification Proposal, Presentation and Technical Proposal
 - o Stage 2- Financial Proposal

- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP NIT Sheet.
- e. 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.
- f. The Bidder/ Bidder's representative/s 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 venue on the next working day. In addition to that, if the representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of all the eligible bidders

1.4.2 Evaluation of Pre-Qualification Proposals

- a) Authority shall open Cover 1 marked "Pre-Qualification cum Technical Document" on Bid opening date.
- b) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in Section 1.4.5 of this RFP. **Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- c) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.
- d) If the contents of the **Cover 1** for Pre-Qualification are as per requirements of the RFP, AUTHORITY shall invite each of the qualified bidders for a technical presentation for which the date, time and venue will be communicated through email as per email ID given in Annexure 1.3.

1.4.3 Evaluation of Technical Proposal

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

- a) Authority will review the technical bids along with the presentation 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.
 - b) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.4.6 of the RFP.
 - c) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in Section 1.4.6 of the RFP.
 - d) Each Technical Proposal shall be assigned a technical score out of a maximum of **100 points**. (Refer Section 1.4.6 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)**.
 - e) 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, organization information for verification, and all others components) as required for technical evaluation.
 - f) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
 - g) 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.
 - h) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
 - i) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
 - j) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
-

1.4.4 Financial Proposal Evaluation

- a) 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.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the financial format given in Annexure 3.2 of the RFP.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

1.4.5 Pre-Qualification Criteria

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

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Sole Bidder or the members of the consortium should be registered in India under the Companies Act 1956/2013 as amended and should have been in operation for at least 3 years as on date of submission of the bid.	Copy Certificate of Incorporation under Companies Act, 1956/2013 and copies of valid PAN GSTIN as per statutory requirements.
2	Turnover	The Sole Bidder or the Lead Member of consortium should have average annual Turnover of Rs. 7 Crore for last 3 audited financial years.	Certificate from The Statutory Auditor
3	Experience	The Sole Bidder or Lead Member or any member of its consortium should have successfully supplied and implemented at least 3 (Three) Smart Class projects with the project cost not less than Rs. 1 Crores in last 3 (Three) financial years.	Copy of Work Order Copy Of Completion Certificate
4	Blacklisting	The Sole Bidder or any member of the consortium should not be black listed by Central Government / any State Government/ Public Sector Undertaking 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.	Undertaking by The authorized signatory As per the format given as Annexure 4

1.4.6 Technical Evaluation Criteria

Criteria	Maximum Marks	Method of allotting marks for technical score
TECHNICAL PRESENTATION 1-2 HOURS		
DIGITAL CONTENT: Approach and Methodology including ease of access/ quality of Digital Content	10 Marks	Bid Evaluation committee will assess the Digital Content, its usefulness and functionality including ease of access of the content and mark accordingly
Overall Approach and Methodology (Teachers Training/ Helpdesk/ Planning & Timelines for completion of work)	10 Marks	Bid Evaluation committee will study the approach and methodology of the bidder towards his planning of completion of work including his approach towards training teachers, providing Help Desk along with functionality and brands of equipment proposed and mark accordingly.
TECHNICAL EVALUATION		
Experience of Implementing Smart Class Room Projects in India	20 Marks	Bidders with experience of 5 years or more - 20 marks <5 yrs and >=4 yrs - 18 marks <4 yrs and >=3 yrs - 15 marks
Total number of smart schools successfully implemented during last three years. Copy of the agreements/ completion certificates as a proof has to be attached	20 Marks	Bidders with 10 schools or above will be awarded 20 marks and other bidders will be allocated marks proportionately. E.g. Bidder with experience of 7 schools will get $7/10*20=14$ marks or a bidder with experience of 5 schools will get $5/10*20=10$ marks.
Smart Classrooms running for the last one year	15 Marks	Bidders with 120 classrooms or more will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 100 classrooms will get $100/120*15=12.5$ marks
Number of schools of HP Board of School Education, Other State Boards or CBSE Board supported by the solution proposed. Documentary proofs with customer references should be submitted	15 Marks	Bidders with 5 or more schools of HP Board of School Education, Other State Boards or CBSE Board will be awarded 15 marks and other bidders will be allocated marks proportionately. E.g. Bidder with 3 schools will get $3/5*15=9$ marks.
ISO CERTIFICATION: The Sole Bidder or the Lead Member of the consortium should have a valid ISO 9001 certification	10 Marks	10 marks will be awarded for the certification on providing valid copy of certificates.

Note: AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place. Bidder(s) may be called for the demonstration of the proposed system at a school specified by DHARAMSHALA SMART CITY LIMITED.

1.4.7 Eligible Goods and Services, and OEM Criteria

- a. The Bidder shall quote only one specific make and model from only one specific 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 1 (One) year 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 per details in 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 Public Sector Undertaking 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

1. All the technically qualified bidders will be notified through email to participate in Financial Proposal opening process.
2. 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 fulfill its obligations as per the Scope of Work and Technical Specifications within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.
3. The Bidder with the Lowest VALUE OF FINANCIAL PROPOSAL (L1) will be declared as a successful bidder.
4. If there is more than one bidder having the same value of the financial proposal, AUTHORITY reserves the right to finalize the Successful Bidder and that will be binding on all bidders.

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 DHARAMSHALA SMART CITY LIMITED’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) for an amount equivalent to 10% of contract value to AUTHORITY.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) In addition to paper based confirmation system, IT enabled confirmation system will be followed for which the Bank Guarantee will be subjected to.
- d) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- e) 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.
- f) The PBG shall be valid up to 90 days beyond the completion of the Operation and Maintenance period.
- g) 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.
- h) 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 (fourteen) days, indicating the contractual obligation(s) for which the Bidder is in default.
- i) 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.
- j) On satisfactory performance and completion of the project 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 or decreased up to 30% “variation”. It shall be without any change in the unit prices or other terms and conditions of the Bid and 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.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract 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 36 (thirty six) 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 its designated officials 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 all product(s), patches/ fixes, and version upgrades within 15 (fifteen) 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:

The supplied Hardware and Software meet 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.

The proposed Hardware and Software shall achieve parameters detailed in the technical specification/ requirement.

The Successful Bidder shall be responsible for warranty and maintenance services from licensors of products included in the systems.

The Successful bidder shall ensure the maintenance of the acceptance criterion/ standards in respect of the systems during the warranty and maintenance period.

1.9 Insurance

1.9.1 Insurance during Contract Period

The Contractor shall effect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc.

The insurance stated above shall cover the Authority and the Contractor against all loss or damage from any cause mentioned above.

1.9.2 Insurance for Contractor’s Defects Liability

The contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Operation and Maintenance (O&M) Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 1.9.1) prior to the issue of the Completion Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

1.9.3 Insurance against injury to Persons and damage to Property

The Contractor shall obtain insurance cover not less than Rs. 25.00 lakhs (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 1.9.1 and 1.9.2 of this Schedule) or to any person which may arise out of the Contractor’s performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss, loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract.

1.9.4 Insurance to be in Joint names

The insurance under paragraph 1.9.1 to 1.9.3 above shall be in the joint names of the Contractor and the Authority.

2. Scope of Work and Technical Specification.

2.1 Scope of Work ("Service")

"SmartClass" as a technology is being introduced in the Government Schools in Dharamshala to improve the existing teaching-learning system, which can evoke a new learning environment in the classrooms of the Government Schools in Dharamshala.

Smart Classes to be introduced in the below mentioned Government Schools in Dharamshala as part of Smart City Module:

LIST OF SCHOOLS:

1. Government Senior Secondary School, Skoh
2. Government Boys Senior Secondary School, Dharamshala
3. Government Girls Senior Secondary School, Dharamshala
4. Government Senior Secondary School, Forsythganj
5. Government Senior Secondary School, Dari
6. Government High School, Bhagsunag
7. Government High School, KB Dharamshala
8. Government Primary School, KB Dharamshala
9. Government Primary School, Mant
10. Government Primary & Middle School Nursery, Dharamshala
11. Government Primary School, Chilgari
12. Government Primary School, Chelian

Please Note: The list of schools given above is as collated with discussion with the Deputy Directors of Elementary and Higher Education, the same is subject to change at any time at the discretion of Dharamshala Smart City Limited and quantities may vary as per variation clause 1.7.

2.2 SMART CLASSROOMS for CLASSES I-XII (Total 65 Classrooms across 12 schools) will have the following as part of the Smart Classrooms module:

SCOPE OF WORK WOULD COVER THE FOLLOWING:

2.2.1 Providing Digital Classroom Equipment

- Green Board with Smart Interactive Multipurpose Touch Screen
- Projector
- Smart Podium (*Integrated Computer and Sound System*) with Visualiser
- Interactive Pad
- UPS - 2 KVA Dual Battery
- IP Camera
- LEDs with Connectivity to the IP Cameras

2.2.2 Providing Digital Content

2.2.3 Providing Anti Virus

2.2.4 Internet Connection

2.2.5 Training/ Capacity Building of Teachers

2.2.6 Manpower/ Help Desk for Operations & Maintenance

2.2.7 Basic Infrastructure Upgrade

- Classroom Furniture
- Vitrified Tiled Flooring, Installation including Minor Civil Works
- Painting Classroom
- False Ceiling
- Electrical Works
- Concealed Ceiling Lights

2.2.8 RFID Tags for Students

2.2.9 RO Water ATM for the School

2.3 Technical Specification

2.3.1 Providing Digital Classroom Equipment

The Specifications for the below listed equipment:

- 2.3.1.1 Green Board with Smart Interactive Multipurpose Touch Screen
- 2.3.1.2 Projector
- 2.3.1.3 Smart Podium (***Integrated Computer and Sound System***) with Visualiser; Interactive Pad; UPS - 2 KVA Dual Battery
- 2.3.1.4 IP Camera
- 2.3.1.5 LEDs with Connectivity to the IP Cameras

2.3.1.1 Green Board with Smart Interactive Multipurpose Touch Screen: 78” or bigger (diagonal), Matt Interactive Multi Touch White Board with Extended Green Board in a **Single Frame**. White Board: 6’ x 4’ or above & Green Board 4’ x 4’ or above. USB Ports either on the side or on the front. Remote Control Operated. Green Board should be steel Ceramic Green Board. Board should be Scratch resistant with 100% Erasability and should support use of hotkeys. Smart Interactive Touch Screens along with Green Boards need to be of a reputed brand like VAMAA, EAPL or BRIO or any other reputed brand with similar or better specifications.



2.3.1.2 Smart Podium, Projector & Power Back Up: Podium with Intel core i7 8th Generation Computer System having 16GB RAM and 2TB HDD, Laptop style Key Board and Mouse with pad, an inbuilt **Visualizer** (Visualizer with Image resolution of 1600 x 1200 and should capture A4 size page, with USB 2.0 interface and should support Microphone with an Optical Zoom of 6X and Digital Zoom of 8X), Safety lock, 50 PMPO Dual Speakers.

2KVA UPS with minimum 1 hour back of a reputed brand.

DLP Projector - 3300 Luminous, Short Throw, 20000:1 contrast ratio with USB & HDMI Port with HDMI to VGA Converter. Complete Mounting Kit. Lamp Life 10,000 Hours. Projected screen size 80". Bluetooth Sound Out. Projectors need to be of a reputed brand like EPSON, SONY or BENQ or any other reputed brand with similar or better specifications. Similarly UPS and Podium along with the inbuilt equipment of the podium should be of reputed brands with similar or better specifications.



Images are only indicative

2.3.1.3 IP Camera: IR Night Vision Dome /Bullet CCTV Cameras & 16 Channel HD DVR Kit, 2MP, Recording System, Required Connectors+ SMPS Power Supply + 4 TB Hard Drive + Networking + Wiring of a reputed brand like CP Plus, HIKVISION, PRO ELITE, or any other reputed brand with similar or better specifications.



Images are only indicative

2.3.1.4 INTERACTIVE PAD: Portable Interactive Pad (With Minimum Active Area 300 mm (diagonal), Technology: Electromagnetic Digitizing Technology, Active Range 15 m, Resolution 4000 lines per inch, Touch Input: Electronic Pen (Battery Operated), Pen Charging, Annotation Feature: Live Annotation over presentations, programs, documents and web pages applicable to all Microsoft Office Programs. Visual White Board (VWB) to capture written notes and ideas in color. Battery operated. Should be of a reputed brand with similar or better specifications.



Portable Interactive Pad

Images are only indicative

2.3.1.5 LED: 80 cm (32 inches) with minimum resolution: 1920 x 1080 & Full HD LED TV (Should have Input: 2*HDMI, 1*USB) of a reputed brand like Sony, Samsung, LG, or any other reputed brand with similar or better specifications.



2.3.2 Providing Digital Content

Digital Content for Class I-XII – Lifetime Validity with Key + With version Upgrade for 3 year. Vendor from whom the content is taken should be an approved channel partner of the NCERT/CBSE/HP Board of State Education Content and the content also must be as per guidelines of the education board.

The content should be equipped with exhaustive repository of well researched, digital modules of lessons consisting of audio-video, 2D and 3D animations and graphics on all relevant subjects /topics from class I to XII .

The learning content has to be exhaustive with respect to Himachal Pradesh board of stage education curriculum.

In addition to the content as per HP Board Syllabus, we also recommend use of other available resources. For example, a set of DVDs or Soft copies of the series “Bharat Ek Khoj” or any other useful resource can be procured.

Note: If the content is not found up to the mark, Dharamshala Smart City Limited reserves the right to reject the same and as per amounts mentioned in Point 3 & 4 of Annexure 3.2, the payment will be deducted from the total contract value.

2.3.3 Anti Virus

Anti Virus to be provided across all systems.

The successful bidder to provide an Anti Virus which should be able to provide total protection, including comprehensive protection for the systems and should be able to guard against the latest threats – block viruses, malware, ransomware, spyware, unwanted programs. It should be Total Security (For systems & Internet Security addressing Threats and providing Remedies) **with periodical updates for a period of 4 years.**

2.3.4 Internet Connection

The successful bidder to provide a VDSL connection with minimum download speed of 4 MBPS for 4 years.

2.3.5 Training/ Capacity Building of Teacher

The teachers are to be trained through a trainer to be made available by the service provider to effectively use the hardware and software of the smart class . 20 teachers per senior secondary/ High school and 10 teachers per primary school are to be trained.

A training program will have to be prepared with training manual, Do's and Don'ts etc. The training shall include comprehensive use & operation of the system and effective use of the digital content. The teachers 'user manual should be made available to all trainee teachers in Hindi and English.

Qualification Required for the Trainer: Should be a BCA/MCA with three years of relevant experience in training for similar modules.

Training Schedule: The training needs to commence 7 days prior to the go live period and a total no of 720 hours of training spread across 3 years needs to be imparted as per details below:

Intensive Training: Month 1: 12 schools x 2 hours x 3 days a week x 4 weeks
i.e. $12 \times 2 \times 3 \times 4 = 288$ hours

Training: Month 2: 12 schools x 2 hours x 2 days a week x 4 weeks
i.e. $12 \times 2 \times 2 \times 4 = 192$ hours

Half Yearly Refresher Training at intervals of 6 months starting from month 8: 12 schools x 2 hours x once a week x 2 weeks x 5 times (In Month No 8, 14, 20, 26 & 32 from Go Live Month)
i.e. $12 \times 2 \times 1 \times 2 \times 5 = 240$ hours

NOTE: The above is a tentative training schedule and may be revised/adjusted as per the requirements of the schools. Approval/Details of the same shall be provided by DSCL after the submission of the schedules by the Successful Bidder.

2.3.6 Help Desk Service

Manpower for Operation, Management & Technical Support:

The successful bidder will provide help desk services which will serve as a Single Point of Contact (SPOC) for all Hardware /Software related incidents and service requests.

Apart from normal means of reporting, a toll free no and an online system should also be used for reporting any smart class issues.

The Help Desk shall undertake the following activities:

- Log issues /complaints related to issues within the scope of work and issue an ID number against the complaint.
- Track each issue /complaint to resolution.
- Once resolved provide feedback to the school principal or a nodal officer appointed by the school.
- Creation of knowledge base on frequently asked questions (FAQs) to aid users (teachers)
- On the request of the Education department or Dharamshala Smart City Limited Office, provide detailed reports of all incidents raised by users and resolution time

The contractual terms of service shall be monitored on a monthly basis as per the individual service 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 it, then the AUTHORITY shall have the right to take appropriate punitive actions including termination of the contract.

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 required timelines 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 required thresholds.

Qualification & Experience required for the Help Desk Personnel: BCA will be preferred with minimum two years of relevant experience in similar capacity.

2.3.7 Basic Infrastructure Upgrade

- 2.3.7.1 Classroom Furniture
- 2.3.7.2 Vitrified Tiled Flooring, Installation including Minor Civil Works
- 2.3.7.3 Painting Classroom
- 2.3.7.4 False Ceiling
- 2.3.7.5 Electrical Works
- 2.3.7.6 Concealed Ceiling Lights

The Specifications for the items listed above will be as follows:

2.3.7.1 Classroom Furniture: Providing Two Seater Desk and Benches. Desk Size: 40" x 15" x24" with shelf. Bench Size of 40"x12"x12" with Back. Structure made by 1" Round or Square pipe of 16 Gauge, Rubber Bush, Black Asian Painted, Hook Arrangement. Top: All the seating, Top, Shelf to be made of fibre reinforced plastic. Sample to be approved. One set comprises of two tables & Two chairs for Two students.

2.3.7.2 Vitrified Tiled Flooring, Installation including Minor Civil Works: Flooring for Classrooms - Providing and laying vitrified floor tiles of 600x600 mm size including skirting, with water absorption less than 0.08% and confirming to IS: 15622, of approved make, in required colors and shades, laid on 20mm thick cement mortar 1:4 (1 cement: 4 course sand), jointing with grey cement slurry @ 3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. On existing floors good quality tile adhesives should be used as per manufacturer's specifications.

2.3.7.3 Painting Classroom: Internal Paint for Classrooms Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturer's specification, Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr/10 sqm 2 coats of synthetic enamel paint to doors & windows.(measured flat along with wall). Removal of existing paint/ dirt etc. shall be included along with minor repair to plaster/

corners to be carried out if needed. The Paint should be of a reputed brand like Berger or Asian or any other reputed brand with similar or better specifications.

2.3.7.4 False Ceiling: Providing and Fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture as per technical specification of size 595 x 595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanizing @ 120 grams per sqm including both side) consisting of main 'T' runner suitably spaced at joints to get required length and of size 24x38 mm made from 0.33 mm thick (minimum) sheet, spaced 1200 mm centre to centre, and cross "T" of size 24x28 mm made out of 0.33 mm (Minimum) sheet, 1200 mm long spaced between main 'T' at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross 'T' of length 600 mm and size 24 x28 mm made of 0.33 mm thick (Minimum) sheet to be inter locked at middle of the 1200x 600 mm panel to form grid of size 600x600 mm, resting on periphery walls /partitions on a Perimeter wall angle pre-coated steel of size(24x24X3000 mm made of 0.40 mm thick (minimum) sheet with the help of rawl plugs at 450 mm centre to centre with 25 mm long dry wall screws @ 230 mm interval and laying 15 mm thick densified edges calcium silicate ceiling tiles of approved texture in the grid, including, cutting/ making opening "for services like diffusers, grills, light fittings, fixtures, smoke detectors etc., wherever required. Main 'T' runners to be suspended from ceiling using G.I. slotted cleats of size 25x35x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm G.I. adjustable rods with galvanised steel level clips of size 85 x 30 x 0.8 mm, spaced at 1200 mm centre to centre along main 'T', bottom exposed with 24 mm of all Tsections shall be pre-painted with polyster baked paint, for all heights, as per specifications, drawings and as directed by Engineer-in-Charge

Note: Only calcium silicate false ceiling area will be measured from wall to wall. No deduction shall be made for exposed frames/opening (cut outs) having area less than 0.30 sqm. The calcium silicate ceiling tile shall have NRC value of 0.50 (Minimum), light reflection > 85%, non- combustible as per B.S. 476 part IV, 100% humidity resistance and also having thermal conductivity <0.043w/mK.

2.3.7.5 Electrical Works: Electrical power supply from specified DB existing network to be provided in each classroom for 3 points each of 15 Amp & 6 Amp Switch Socket, & 4 tube lights and necessary Electrical Wiring and necessary switchgears/DB/MCB for each classroom with its maintenance for 3 years.

2.3.7.6 Concealed Ceiling Lights: 2 X 2 ft 40W LED Panel Lights, In Neutral White with Ultra Slim Design. The Panels should be of a reputed brand like Phillips or Bajaj or any other reputed brand with similar or better specifications.

2.3.8 RFID TAGS for STUDENTS

RFID Tags to be provided for all students across the identified Government schools.

The bidder shall provide RFID Tags for all students across the 12 Government Schools in Dharamshala along with the required equipment for connectivity.

High performance Wireless UHF RFID integrated GPRS reader. RFID application systems such as attendance, access control system. 15 dbi antenna with effect distance up to 15 meters, Installed at 45*over a 3m Pole.



RFID ID card with printed student/staff picture and other info as per approved design for each school. To Include a 16 mm satin ribbon /Lanyard with hook and PVC card holder.

Heavy Duty RFID based access control terminal and attendance machine, easy connection to third party UHF hardware. USB host port for offline data access and management. LAN and Networking as required.

Computer System with Intel core i5 8th Generation Computer System having 8GB RAM and 2TB HDD, Laptop style Key Board and Mouse pad.

10% of the total quantity needs to be taken for provisioning of Cards Lost/ New Admissions in Schools each year for a period of 4 years. (i.e. If the total number of cards is 1500, then each year a provision of 150 cards has to be taken for replacements/ issue of new cards)

2.3.9 RO Water ATM 200 Litres

For Schools (Strength More than 100): RO Water ATM to be provided across all identified Government schools.

RO Water ATM for 200 Litres of a reputed brand with RO Membrane 100 LPH, Insulated Tap Capacity of 200 Litres, No of Taps 2-5 (depending upon requirement, Minimum Two Taps and Additional Cost for each Tap) with a Dispensing System which should be Free Flow Controlled, Using Nozzle Dispenser Taps of stainless steel with membrane coating. Minimum Dimension of 3' x 3' x 6.5'. It should have a touch button Dispenser Controller. To include complete installation along with Maintenance (AMC) for 4 years and Warranty for a minimum of 1 year.

For Schools (Strength Less than 100): RO Water ATM for 50 Litres of a reputed brand with RO Membrane 50 LPH, Insulated Tap Capacity of 50 Litres, No of Taps 2-3 (depending upon requirement, Minimum Two Taps and Additional Cost for each Tap) with a Dispensing System which should be Free Flow Controlled, Using Nozzle Dispenser Taps of stainless steel with membrane coating. Minimum Dimension of 2' x 2.5' x 5.5'. It should have a touch button Dispenser Controller. To include complete installation along with Maintenance (AMC) for 4 years and Warranty for a minimum of 1 year.

2.4 Scope of Services

The bidder shall provide the following services for Procurement, Installation and Commissioning of 65 Smart classrooms in designated Government Schools in Dharamshala and its operation and maintenance for three years which will include training and hand holding. Broadly the Scope of Work (not limited to) are as follows.

- Procurement and installation of Hardware, Networking and other Equipment.
- Procurement, Customization and Deployment of Software and Content and making go live
- Management and Maintenance of Hardware and Software including content updation and the smart class system should be such that it can be used in offline mode (i.e. In absence of internet.)
- Training and Hand holding along with Help Desk Services
- Providing Antivirus & Internet
- Infrastructure Upgrade for each classroom as per requirement
- Value Added Services: CCTV monitoring, RFID Tags & RO Water System

2.4.7 Procurement and installation of Hardware, Networking and other Equipment.

- To Supply Hardware and connected accessories (As per minimum specifications given in this Tender Document, although bidder is free to provide higher configuration) and provide Textbook based Digital Content, along with any resources that can add value to the content, for a contract period of 3 years.
- The bidder shall provide the ‘structured’ cabling as per the industry standards where ever required.
- The bidder would also need to provide backup power through UPS in order to meet the requirements. In case additional hardware or upgrade is required in order to maintain the service levels, then bidder shall procure upgrade the same with no additional cost to DHARAMSHALA SMART CITY LIMITED.
- All hardware warranty shall start only after commissioning the smart Education system in all schools.
- 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 bidder’s price proposal.
- Install CCTV in smart class and provide connectivity/ Display on LED in Principal’s Room

2.4.8 Procurement, Customization and Deployment of Software and content.

- To procure and install all the software required for the computer systems, namely, operating system, database, application software, etc.
- To procure and install all the content for smart education based on NCERT/CBSE/ HP State board, for STD I to XII for all subjects.
- All software and content updates will be done periodically.
- All licenses procured by the bidder under this project will be in the name of the DHARAMSHALA SMART CITY LIMITED
- The bidder will also be responsible to keep track of the version control of the software applications.

2.4.9 Management and Maintenance of Hardware and Software

- The bidder will be responsible for Maintenance of all the Hardware and Software procured and installed as part of the project for three years after the issuance of “Certificate of Completion of Project”.
- The bidder will be required to provide the Technical Support and training and hand holding for the smart class room systems.
- Resolution of all complaints, bugs & issues including improvements in presentation and/or functionality to be done within specified duration as per agreed resolution time as per contract.
- Any issues in the hardware and software will be resolved promptly as per agreed timelines as per contract. An escalation matrix will be prepared and shared with DHARAMSHALA SMART CITY LIMITED for resolution of all issues.

3 General Conditions of Contract (GCC)

3.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

3.2. Payment Terms & Schedule

3.2.1 Deliverables & Payment Schedule

Payment will be made on class to class basis on completion of all work & commissioning and implementing and making go live as per rates in Annexure 3.2

3.2.2 Payment Terms

1. No advance payment shall be made.
2. The successful Bidder shall raise monthly invoices on **milestone basis** as defined in Cl. 3.2.1., during the project implementation period on or before the 7th day of the following month. During the operation & maintenance period, the invoices shall be submitted quarterly, which shall be accompanied by the "Certificate of Satisfactory Services" issued by the authorized representative/s of the authority.
3. Payments shall be made by the AUTHORITY within thirty (30) days after submission of the invoice for the amount certified on satisfactory quality inspection and verification by the AUTHORITY's Official and on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.
4. Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Successful bidder.
5. All remittance charges shall be borne by the Successful Bidder.
6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.

7. Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
8. Indirect taxes and levies, as applicable, shall be deducted, as per the prevalent rules and regulations.
9. Price Adjustment is not applicable in this RFP. Price shall be fixed for the entire contract period.
10. It is the responsibility of the bidders to quote for and provide all the Hardware and Software for meeting all the requirements of the RFP. In case during evaluation, it is found that certain Hardware or Software which is critical for meeting the requirement of this RFP and has not been quoted as part of financial bid, the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional Hardware or Software 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 Hardware or Software 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 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) 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 the (Indian) Arbitration and Conciliation (Amendment) Act, 2015. 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 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MD cum CEO, DHARAMSHALA SMART CITY LIMITED. The Arbitration and Conciliation (Amendment) Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in Dharamshala, Himachal Pradesh, 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. Time of Completion

1. The time of completion of the works for the implementation of the project as per the deliverable in Clause 3.2.1 shall be 12 months from the date of signing of contract. The operation and maintenance period shall be 36 months from the date of completion of the entire scope of work on which a completion certificate shall be issued. The contract period shall be from the date of signing the contract to the completion of the Operation and Maintenance of the entire scope of works.
2. The successful bidder shall submit in two copies a detailed work programme/schedule for the project implementation within 15 days of signing the contract, with respect to each school.
3. Monthly progress reports shall be submitted in two copies to the Authority showing the work executed against the schedule during the implementation of the project and quarterly report during the operation & maintenance period. The reports shall be submitted on or before the 5th day of the following month.
4. If at any time during performance of the Contract, the Successful Bidder encounters condition 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.
5. 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 and penalty levied as per Cl.3.10.1 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) to (10) of this GCC Clause 3.8. In such an occurrence, AUTHORITY shall give not less than 30 (thirty) 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 30 (thirty) 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 receiver is appointed whether compulsory or voluntary.
4. If, in the judgment of AUTHORITY, the Successful Bidder 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 (sixty) 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 this 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), (2), (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. The AUTHORITY may also impose liquidated damages as per the terms of this RFP. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 (thirty) days of termination date.

3.10. Liquidated Damages

1. In case of failure to complete the work/ supply in time the penalty shall be levied @ 0.50% per week or part thereof of the contract price subject to maximum of 10% of the total project cost. 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.
2. The service levels during O&M are to be established as per requirements defined under Section 2.4 of this RFP. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the AUTHORITY. Any adverse certification by the head of the school will attract deductions in the O&M Payments, at the discretion of DSCL.

3.11. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of Government of India/ Government of Himachal Pradesh/Municipal Corporation Dharamshala/ Dharamshala Smart City Limited.
- b) The support executive(s)/ supervisor(s)/ staffs deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.

- c) MD CUM CEO, DHARAMSHALA SMART CITY LIMITED 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.

3.12. Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MD CUM CEO, DHARAMSHALA SMART CITY LIMITED reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

Annexure 1- Guidelines for Pre-Qualification Proposal

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

S.No.	List Of Document	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 favor of Authorized signatory As per format provided at Annexure 6		Date of PoA:Name of Authorized 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.		Year-wise Details Turnover	
7	Valid copy of the ISO 9001 or higher certification		Issuing By: Issuing Date: Validity Date:	
8	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.		Reference No: Date of Letter:	
10	Valid Copy of PAN		Reference No	
11	Valid Copy of GSTIN Registration		Reference No: Date	

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To
MD CUM CEO
DHARAMSHALA SMART CITY LIMITED,
Old Himuda Building, Chilgari Dharamshala,
Himachal Pradesh, 176215

Subject: Bid for "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala"

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

Dear Sir,

With reference to your "***RFP for Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala***", 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.hptenders.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 Bidder/ Lead Member)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share Particulars of the Bidder

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

S No	Information	Details
1.	Name of bidder	
2.	Address and contact details of bidder	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., LLP etc.)	
6.	GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Turnover 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	Actual Value at which work was completed		
7	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.

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

WHEREAS DHARAMSHALA SMART CITY LIMITED, has issued a Request for Proposal dated [Date] (RFP) from the applicants interested in "**Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**"

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 each of the Parties' rights and obligations towards each other and their working relationship.

BASIS THE 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 Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**" 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 Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**" 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 in terms of the Project Agreement.
 - vi. That the broad roles and the responsibilities of each Party as per each member’s field of expertise at each stage of the bidding shall be as below:

Party A: _____

Party B: _____

- vii. That the proposed administrative arrangements (organization chart) for the management and execution of the Project shall be as follows:
- viii. That the profit and loss sharing ratio shall be _____
- ix. That the Parties agree that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract;
- x. Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xi. That this MoU shall be governed in accordance with the laws of India and courts in Himachal Pradesh 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)

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	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 either member of the consortium have successfully executed Smart Classrooms in Schools in last 3 (Three) financial years.			Customer Name: Work Order Number: Date of Work Order: Project Value Completion Date:
5	OEM Authorization Form along with certified true copy of power of attorney			OEM Name: Date:

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner in case of co)

Date: dd/mm/yyyy

To

MD CUM CEO
DHARAMSHALA SMART CITY LIMITED
Old Himuda Building, Chilgari,
Dharamshala, Himachal Pradesh, 176215

Sub.: Request for Proposal for "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other Miscellaneous works in the Government Schools in Dharamshala"

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

Dear Sir/ Ma'am,

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 "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other Miscellaneous works in the Government Schools in Dharamshala" (hereinafter referred to as "Project").

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 "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other Miscellaneous works in the Government Schools in Dharamshala" put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DHARAMSHALA SMART CITY LIMITED or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized 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 (one hundred and eighty) 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 DHARAMSHALA SMART CITY LIMITED.

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 DHARAMSHALA SMART CITY LIMITED 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 DHARAMSHALA SMART CITY LIMITED 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:

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

MD CUM CEO

Old Himuda Building, Chilgari,

Dharamshala - 176215

Himachal Pradesh

RFP Ref: DSCL/RFP/E-SHIKSHA/001/05/2018

Dear Sir/ Ma'am,

We _____, (name and address of the manufacturer) 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 RFP for the equipment/ software manufactured/ developed by us in adherence to the requirements of the RFP.

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 minimum duration of 3 years from the date of from Go-Live (as stated in RFP).

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 should provide this authorization along with the certified true copy (by the authorized signatory of the bidder) of the aforesaid power of attorney.

Annexure 2.5. - Technical Compliance Matrix

Must have for content:

S.No	Functional Feature /Requirement	Compliance (Y/N)	Remarks
1	Teachers/ Users should easily be able to use the Digital Content.		
2	The Digital Content should be supported with Question Bank that should have interactive MCQ/Fill in the blanks/Drag and Drop etc. type questions for the available academic structure.		
3	Support blended learning: The Digital Content should offer a curriculum that mixes classroom and online digital contents easily.		

Kindly elaborate the features/ benefits of the content being provided, in detail.

Annexure 3-Guidelines for Financial Proposal

Anexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder/ lead partner)

Date: dd/mm/yyyy

To

MD CUM CEO
Dharamshala Smart City Limited
**Old Himuda Building, Chilgari,
Dharamshala - 176215
Himachal Pradesh**

Subject: Bid for "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala" ("Project")

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

Dear Sir,

1. We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to supply/ work in conformity with the captioned bidding document.
2. 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 government taxes/ duties in the financial bid.
3. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the deliverables schedule specified in section 3.2.1. of the RFP.
4. We undertake to successfully operationalize the Project as per scope of work mentioned in the RFP document.
5. We have examined and have no reservations to the Bidding Documents, including any corrigendum/ addendums issued by DHARAMSHALA SMART CITY LIMITED;
6. We understand that any additional hardware and software required to make the Project operational shall have to be provided by us.
7. 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. We agree to abide by this bid for a period of 180 days from the last 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. 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 and conditions as mentioned in the RFP document and declare that we have not submitted any deviations in this regard.

In witness thereof, 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 partner

Annexure 3.2 - Financial Proposal Format & Instructions
To be submitted on e-Tendering Portal only (i.e. www.hptenders.gov.in)

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

Cost for Supply, Installation, Commissioning and Operation Smart Classrooms in Government Schools in Dharamshala

S No.	Items	Qty (x)	Unit Of Measurement	Unit Rate (y) (In Rs.)	Total (x*y) (In Rs.)
1	Green Board with Smart Interactive Multipurpose Touch Screen, Projector, Smart Podium with integrated system, visualiser and Sound System, Interactive Pad, IP Cameras & UPS for Power Backup with warranty for three years and all other necessary Hardware, Networking & Accessories	65	Nos		
2	LEDs (connectivity with IP Cameras) along with required hardware for networking and connectivity with IP Cameras as per requirements under 2.4.1.	8	Nos		
3	Procurement (Development) Customization and Deployment of Digital Content as per scope defined with periodical updates for 3 years	1	Nos		
4	Procurement of Other Available Resources for Schools	12	Nos		
5	Procurement & Installation of Anti Virus in all Systems across 65 classrooms as per requirement with periodical updates for three years	65	Nos		
6	4 MBPS Internet connection	12	Nos		
7	Student Furniture (Desk & Chair) for seating 3250 students [One set comprises of two tables & Two chairs for Two students.]	1625	Sets		
8	Flooring in 65 Classrooms as per technical specifications.	2400	Sqm		
9	FALSE CEILING: Providing and Fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture as per technical specifications.	2400	Sqm		

10	WALL DISTEMPER: Internal Paint for 65 Classrooms as per technical specifications	5300	Sqm		
11	Training/ Capacity Building of Teachers as per schedule for a period of 3 years	720	Hours		
12	Help Desk Services for three years as per requirement for 3 years	1	Nos		
13	Ceiling Lights: Provision of 8 panels per classroom to be taken	520	Nos		
14	Electrical Works: Electrical power supply as per Technical Specifications for each classroom with its maintenance for 3 years.	65	Nos		
15	RFID Tags	1500	Nos		
16	Required Equipment for RFID TAGs	12	Nos		
17	RO Water ATM 200 Litres	7	Nos		
18	RO Water ATM 50 Litres	5	Nos		
	Total Cost =				
	Total Cost (in words)=				

Instructions:

- a) DHARAMSHALA SMART CITY LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- b) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 4 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc. The price quotation to include the costs of insurance.
- c) All the prices are to be entered in Indian Rupees ONLY inclusive of all taxes, levies, fee, duties, freight etc.
- d) DHARAMSHALA SMART CITY LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e) Rates to be quoted in considering that all the items and services to be provided at the location provided by DHARAMSHALA SMART CITY LIMITED.
- f) The bidder needs to account for all out of pocket expenses, no additional payment shall be made by DHARAMSHALA SMART CITY LIMITED whatsoever.
- g) The 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.
- h) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

Authorized Signatory
(With Official Seal)

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

MD CUM CEO

Dharamshala Smart City Limited
Old Himuda Building, Chilgari,
Dharamshala - 176215
Himachal Pradesh

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

Dear Sir/ Ma'am,

I, authorized representative of _____, hereby solemnly confirm that the _____ ("Successful bidder") is not debarred/ black -listed by Central Government/ any State Government/ Public Sector Undertaking 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, DHARAMSHALA SMART CITY LIMITED 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 at
dscltender@gmail.com**

RFP Reference No: DSCL/RFP/E-SHIKSHA/001/05/2018

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:	
S.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

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. _____ R/o

_____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for "**Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**", including signing and submission of all documents and providing information/ responses to DHARAMSHALA SMART CITY LIMITED and representing us in all matters in connection with our bid 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 (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of 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.
3. Also, wherever required, the executant(s) 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.

4.18

POWER OF ATTORNEY FOR LEAD MEMBER BY THE CONSORTIUM MEMBER

(On Non- Judicial Stamp Paper of appropriate Value to be purchased in the name of Consortium)

Know All Men By These Presents That We, the Members whose details are given hereunder..... have formed a Consortium and having our Registered Office(s)/ Head Office(s) at (here in after called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Lead Member") to exercise all or any of the powers for and on behalf of the CONSORTIUM to participate in bid for "**Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**", as per the Scope of Work stipulated therein for which bids have been invited by the DHARAMSHALA SMART CITY LIMITED, to undertake the following acts:

- (i) To submit proposal, participate and correspond in respect of the aforesaid Bid – Specification of DHARAMSHALA SMART CITY LIMITED on behalf of the "Consortium".
- (ii) To negotiate with DHARAMSHALA SMART CITY LIMITED the terms and conditions for award of the contract pursuant to the aforesaid bid and to sign the contract with the DHARAMSHALA SMART CITY LIMITED for and on behalf of the "CONSORTIUM".
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the "Consortium".
- (v) To submit the Performance Bank Guarantee in the prescribed format and as per terms of the Contract.

It is clearly understood that the Lead Member shall ensure performance of the Contract and if one or both the members fail to perform their respective portion of the Contract, the same shall be deemed to be a default by all the members.

It is expressly understood that this power of Attorney shall remain valid, binding and irrevocable till completion of the Contract period i.e., _____ from the date of execution of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the DHARAMSHALA SMART CITY LIMITED and/ or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium members as if done by itself.

In Witness Whereof, the members constituting the Consortium as aforesaid have executed these present on this day ofTwo Thousand Eighteen.

for and on behalf of the member of the Consortium 1.....

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of 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.
2. Also, wherever required, the executant(s) 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 executant(s).

Appendix 7 – Format for Bank Guarantee for Earnest Money Deposit

To
MD CUM CEO
DHARAMSHALA SMART CITY LIMITED
Old Himuda Building, Chilgari,
Dharamshala - 176215
Himachal Pradesh

Dear Sir/ Ma'am,

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

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid to DHARAMSHALA SMART CITY LIMITED for "**Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**" (hereinafter called "the bid").

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound to **DHARAMSHALA SMART CITY LIMITED** (hereinafter called "the Authority") for a sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

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 withdraws its bid 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 its participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent process after having been shortlisted;

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 Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref : < --- >

Date: _____

Bank Guarantee No.: _____

To

**MD CUM CEO
DHARAMSHALA SMART CITY LIMITED**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, 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 Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala**", in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the 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 10% 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 valid till 90 (Ninety) 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 90 (Ninety) days after the completion of Contract Period.

We further agree that the termination of the said Contract, 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 DHARAMSHALA SMART CITY LIMITED; 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.

Not with standing 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 favor 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 favor.

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 further 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 90 (Ninety) days after the End of Contract Period (including Operation & Maintenance 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 90 (Ninety) 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 20....

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.

Annexure 9 – List of Schools Proposed for "Providing, Installing, Commissioning and Making Go-Live the Smart Classroom Infrastructure & its AMC along with other miscellaneous works in the Government Schools in Dharamshala"

LIST OF SCHOOLS:

1. Government Senior Secondary School, Skoh
2. Government Boys Senior Secondary School, Dharamshala
3. Government Girls Senior Secondary School, Dharamshala
4. Government Senior Secondary School, Forsythganj
5. Government Senior Secondary School, Dari
6. Government High School, Bhagsunag
7. Government High School, KB Dharamshala
8. Government Primary School, KB Dharamshala
9. Government Primary School, Mant
10. Government Primary & Middle School Nursery, Dharamshala
11. Government Primary School, Chilgari
12. Government Primary School, Chelian

Please Note: The list of schools given above is as collated with discussion with the Deputy Directors of elementary and Higher Education, the same is subject to change at any time at the discretion of Dharamshala Smart City Limited and quantities may vary as per variation clause 1.7.

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

- **Letter of Acceptance**
- **Contract Agreement**

3.3 Letter of Acceptance

[on letterhead paper of the Employer]

.....[date].....

To:[name and address of the Implementing Agency].....

Subject:..... [Notification of Award Contract No].....

This is to notify you that your RFP/Bid dated.....[insert date]..... for execution of the.....[insert name of the contract and identification number, as given in the PCC].....for the Accepted Contract Amount of.....[insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X. Contract Forms, of the Bidding Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract Agreement

3.4 Contract Agreement

THIS AGREEMENT made the day of between **[name of the Employer]** (hereinafter "the Employer"), of the one part, and **[name of the Implementing Agency]**..... (hereinafter "the Implementing Agency"), of the other part:

WHEREAS the Employer desires that the Works known as.....**[name of the Contract]**.....should be executed by the Implementing Agency, and has accepted a Bid by the Implementing Agency for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Implementing Agency agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Activity Schedule and
 - (ix) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Implementing Agency as specified in this Agreement, the Implementing Agency hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Implementing Agency in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become



RFP FOR "PROVIDING, INSTALLING, COMMISSIONING AND MAKING
GO-LIVE THE SMART CLASSROOM INFRASTRUCTURE & ITS AMC
ALONG WITH OTHER MISCELLANEOUS WORKS
IN THE GOVERNMENT SCHOOLS IN DHARAMSHALA"



payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of..... **[name of the borrowing country]** on the day, month and year specified above.

Signed by: _____

For and on behalf of the Employer

Signed by: _____

for and on behalf of the Implementing Agency

in the presence of: _____

Witness, Name, Signature, Address, Date

in the presence of: _____

Witness, Name, Signature, Address, Date