

Kota Smart City Limited



INVITATION FOR BID

National Competitive Bid (NCB)

Bid Reference No: 05/2017-18

Bidding Document for

**Setting up Smart Class Rooms in Various Government Schools in
Municipal Limit of Kota city including 5 years CAMC with
consumables**

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007

E-mail: ksclkota@gmail.com

**Kota Smart City Limited,
Rajeev Gandhi Bhawan, Block-A,
Dusshera Maidan, Kota, Rajasthan, 324007
Tel: 0744-2502293 | Fax: 0744-2501282,
E-mail: ksclkota@gmail.com**

NOTICE INVITING TENDER

NIT No.: 05/2017-18

Date:

KSCL, Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders for **"Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota City including 5 years CAMC with consumables"**.

The details are as under.

1.	Name & Address of the Procuring entity	Chief Executive Officer Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007
2.	Name of work:	Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city including 5 years CAMC with consumables
3.	Estimated cost:	Rs. 70.00 Lakhs
4.	Name of Engineer-in-charge	Executive Engineer, KSCL Kota (Raj)
5.	Address and telephone no. of Engineer-in-charge.	KOTA SMART CITY LIMITED Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007 Tel: 0744-2502293 Fax: 0744-2501282, E-mail: ksclkota@gmail.com
6.	Earnest money:	Rs. 1.40 Lakhs
7.	Time of completion of work:	03 Months
8.	Cost of tender document:	Rs. 5,000/- Tender Fee + Rs. 1000 Processing fee
9.	Method of tendering:	E-tendering
10.	Website detail:	http://eproc.rajasthan.gov.in or spp.rajasthan.gov.in

11.	Bid document Downloading Start Date & time	19/09/2017 at 11:00 A M
12.	Bid document downloading end Date & Time	23/10/2017 up to 6:00 PM
13.	Pre-bid Meeting	29/09/2017 up to 3:00 PM
14.	Venue of Pre-bid meeting	Meeting Hall Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dusshera Maidan, Kota, Rajasthan, 324007
15.	Last date and time of Online submission of technical proposal and financial proposal.	Will be intimated later to the Technically qualified bidders
16	Last date and time of Physical submission of EMD Bid document for Bid processing fee & Power of Attorney.	24/10/2017 up to 03:00 PM
17.	Opening of bid online (Technical proposal	24/10/2017 up to 04:00 PM
18.	Validity of tender:	90 days from date of submission of the bid.
19.	Date & Time for Opening of Financial Proposals	Will be intimated later to the technically qualified bidders
20.	Project Award Criteria	Through a Quality and Cost Based Selection (QCBS)process (60:40)

**Chief Executive Officer
Kota Smart City Limited**

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Section - I
Instructions
to
Bidders

Instruction to Bidders

1.1. General Information and Guidelines

1.1.1. Purpose

- i. Kota smart city Limited is aspiring to enhance the learning process of school children using diverse techniques like multimedia content and interactive techniques. By having the right mix of the conventional blackboard based teaching along with interactive multimedia techniques. It is believed that students will have an improved learning experience which will convert into better learning and understanding. The use of multimedia techniques in the appropriate manner shall also help slow learning students to grasp concepts in an easier way. If used appropriately, especially among secondary school and senior secondary school students, digital classroom technology will have a multiplier effect in learning outcomes as curriculum in higher classes includes sophisticated concepts which could be taught well with the help of 2D/3D videos and animations. The interaction of technology and content with students and teachers during teaching-learning process, the students will be all the more attentive to what is being taught in the class. Hence, with the overall objective of improving learning outcome in mind, Kota Smart city limited intends to setup smart class rooms in selected Government schools within the Municipal limits of Kota city. For this purpose, bids are invited from competent bidders for the supply of equipment, installation, training and maintenance of the complete smart classroom system.
- ii. 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.
- iii. No Member at any given point of time may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of procuring entity.
- iv. No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- v. In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
 - b) The Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
 - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this tender document.
 - e) The Members of the Consortium shall submit a declaration as set out in Annexure 1.5 inter alia consisting of the following:
 - vi. Undertake that each of the members of the Consortium shall have an independent definite and separate scope of work which was allocated as per each member's field of expertise
 - vii. Commit to the profit and loss sharing ratio of each member
 - viii. Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- ix. Provide a brief description of the role and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.

- x. Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
- xi. Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of procuring entity. 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 KSCL. In the event procuring entity 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.
- xii. 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 Procuring entity 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.

1.1.2. Sub-Contracting

Sub-Contracting is not allowed for this tender document

1.1.3. Completeness of Bid

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

1.1.4. Proposal Preparation Costs

- 1 The bidder shall submit the bid at its cost and expense. procuring entity 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 procuring entity and procuring entity 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 procuring entity and no copyright etc. shall be entertained by procuring entity.

1.1.5. Pre-bid Meeting and Queries

- 1 procuring entity will host a Pre-Bid meeting as per the date mentioned in the tender document NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the tender document and the proposed solution requirements in reference to the tender document. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document and the project.
- 2 All Bidders shall e-mail their queries to ksclkota@gmail.com in the form and manner as prescribed in Annexure 5. The response to the queries will be published on http No telephonic / queries will be entertained thereafter. This response of procuring entity shall become integral part of tender document document. procuring entity shall not make any warranty as to the accuracy and completeness of responses.

- 3 Procuring entity shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, procuring entity 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 procuring entity to respond to any question or to provide any clarification.
- 4 Procuring entity may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by procuring entity shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by procuring entity or its employees or representatives shall not in any way or manner be binding on procuring entity.

1.1.6. Amendment of Tender document

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

1.1.7. Supplementary Information to the tender document

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

1.1.8. KSCL's Right to Terminate the Process

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

1.1.9. Site Visit and Verification of Information

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.

1.2. Key Requirements of the Bid

1.2.1. tender document Document/Tender Fee

Tender document can be downloaded from the website <http://eproc.rajasthan.gov.in>. Tender document fee of Rs. 5,000 (Rupees Five Thousand Only) may be paid on-line through RTGS/NEFT in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393) or physically by way of Demand Draft/pay order in the name of "Chief Executive Officer, KSCL" payable at Kota. The tender 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 Bidders are required submit EMD of Rs. 1,40,000.00 (Rupees One Lakhs and Forty Thousand Only) through FDR/BG/RTGS/NEFT/Demand Draft in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393). In the form of DD / FDR / BG issued by any nationalized / scheduled commercial bank in favour of "Chief Executive officer, KSCL", payable at Kota.

- 2 The EMD of unsuccessful bidder will be returned within 90 days from the date of opening of the financial proposal. The EMD, 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 of the tender document.
- 3 No interest will be paid by procuring entity on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidders) without any accrued interest on it.
- 4 The Bid submitted without EMD, mentioned above, will be summarily rejected
- 5 The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would 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 procuring entity shall reject the bid and, if necessary, initiate action.
 - e. The decision of procuring entity 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 tender document. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

- 1 Complete bidding process will be online (e-Tendering): -This is an "on-line tender". Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost Rs 5000.00 while submitting the filled-up Bidding document to the Procuring entity along with the processing fee of Rs 1000.00 separately in favour of RISL, Jaipur the bidder should submit, by date & time specified in bid document, in original, hard copies of – (i) cost of bid document as Rs. 5,000.00 in the form of DD/Banker's Cheque of a scheduled bank in India or eGRAS in the name of CEO, Kota Smart City Limited. Kota payable at Kota, RTGS/NEFT in the account of Smart City Kota having account no. 039394600001113 with YES Bank, Jai Height Gumanpura Main Road, Gumanpura Kota 324007, Kota Branch (IFSC code YESB0000393). The Unique Transaction Reference (UTR) of RTGS/NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid". as per Bid document. (ii) Bid processing fee of Rs. 1,000/- in the form of DD in the name of Managing Director, RISL, Jaipur payable at Jaipur, (iii) Bid Security as per RTPP (iv) Letter of Technical Bid, (v) Power of Attorney and (vi) Joint Venture Agreement, if applicable. The bidder should upload scanned copies of these documents on e-procurement web-site
Note: procuring entity will conduct the bid evaluation based on documents submitted through online e-tendering portal.
- 2 The following points shall be kept in mind for submission of bids;
 - a. procuring entity shall not accept delivery of Bids in any manner other than that specified in this tender document. 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 tender document and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c. procuring entity 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 tender document, 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 the all the proposals submitted in response to this tender document should be unconditional in all respects, failing which procuring entity 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 90 days from the date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

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

1.3.5. Non-conforming Bids

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

If it does not comply with the requirements of this tender document

If the Bid does not follow the format requested in this tender document or does not appear to address the particular requirements of procuring entity.

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 procuring entity's discretion.

1.3.7. Authentication of Bid

- a. Authorized person of the bidder who signs the bid shall obtain the Procuring entity 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 have acknowledged that he has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed himself as to all existing conditions and limitations.

1.4. Evaluation Process

- a. A Bid Evaluation Committee (BEC) shall evaluate the responses of the bidders and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- b. The decision of the BEC in the evaluation of responses to the tender document shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- c. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and

- may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- d. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
 - e. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender document.
 - f. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. procuring entity reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - tender document Document fee & Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 - Stage 2- Financial Proposal
- d. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the Tender Notice in the tender document. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- 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 prima facie be rejected. procuring entity has the right to reject the bid after due diligence is done
- f. The Financial Proposals of only those bidders will be opened who scores equal to or more than 70 (Seventy) marks in Technical Evaluation.

1.4.2. Evaluation of Pre-Qualification Proposals

- a. Procuring entity shall open "tender document Fee and Earnest Money Deposit (EMD)". If the contents are as per requirements of the tender document, procuring entity shall mark "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in Section 1.4.5 of the tender document is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b. The Pre-Qualification proposal MUST contain all the documents in compliance with instructions given in the Annexure 1.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this tender document and in the manner prescribed in Section 1.4.5 of the tender document.

1.4.3. Evaluation of Technical Proposal

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

- a. Procuring entity will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.
- b. Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 1.4.6 of the tender document.
- c. Bidders shall make the technical presentation and showcase proposed products to Procuring entity as per the agenda mentioned in Section 1.4.6 of the tender document.
- d. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 1.4.6 of the tender document). 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, client contact information for verification, and all other 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 Committee may seek inputs from their professional and technical experts in the evaluation process.
- g. Procuring entity 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. procuring entity reserves the right to accept or reject any or all bids without giving any reasons thereof.
- j. procuring entity 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 and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at procuring entity's discretion.
- c. 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 all 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 Lead Member of Consortium should be registered in India under Companies Act 1956/2013 or as amended and should have been in operation for at least 3 years as on date of submission of the bid.	Copy of self-attested Certificate along with MoA/Byelaws (or similar) of incorporation/registration under companies act, 1956/2013 or as amended.
2	Turnover	The Sole Bidder or the Lead Member of consortium should have average annual Turnover of Rs. 2 Crores for last 3 audited financial years (2014-15, 2015-16, 2016-17).	As documentary proof, attested copy of the Audited Balance Sheet is to be submitted. The Bidder also has to provide the CA certificate specifying

S No	Basic Requirement	Specific Requirements	Documents Required
3	Financial Experience	The Sole Bidder or the consortium should have successfully implemented during last 3 (Three) years One smart classroom project worth Rs 56 Lakhs at least or Two smart classroom project worth Rs 35 Lakhs at least or Three smart classroom project worth Rs 28 Lakhs at least	Copy of Work Order and Copy of completion certificate issued by client, work order number should be mentioned in the completion certificate.
4	Educational/Technical Experience	The Sole Bidder or the consortium should have successfully implemented at least 100 class rooms till the last year those involve smart class room solution supply, installation, integration, support and maintenance etc. as per scope of tender document.	Customer reference on their official letter head
5	Blacklisting	The Sole Bidder or Lead Member or any member of its consortium should not have blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or 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

Technical Evaluation Criteria

Criteria	Maximum Marks	Method of allotting marks for technical score		
Financial Capability - Annual Turnover – The lead Bidder or Consortium average annual turnover for the period FY 2014-2015, 2015-16 and 2016-17	20 Marks	Between Rs 2 Cr - 4 Cr	Between Rs 4 Cr - 6 Cr	>Rs 6 Cr
		10 Marks	15 Marks	20 Marks
The lead bidder or consortium should have successfully implemented smart classrooms during last one year. (Copy of performance certificate/agreements as a proof have to be attached)	20 Marks	< 200 Class Room	Between 200 Class Room to 300 Class Room	>300 Class Room
		10 Marks	15 Marks	20 Marks
The lead bidder or consortium should have experience for Course of material of RBSE/CBSE/Other state board minimum 30 of schools of Rajasthan/Other Education board supported by the solution proposed. (Document proofs with customer references should be submitted)	20 Marks	Only CBSE/Other Board Content Implemented in School	CBSE and Other State Board or Only RBSE Content Implemented in Schools	Both RBSE &CBSE Board or equivalent Content Implemented in Schools
		10 Marks	15 Marks	20 Marks
The lead bidder or consortium should have successfully implemented Total no. of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory, etc.) successfully implemented during last three years. Copy of the agreements as a proof has to be attached	10 Marks	25-50 Interactive modules	51-100 Interactive modules	>100 Interactive modules
		05 Marks	08 Marks	10 Marks
The lead bidder or consortium should have successfully implemented Total duration (in minutes) of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory, etc.) successfully implemented during last three years. Copy of the agreements as a proof should be attached	10 Marks	Interactive modules 100-500 minutes	Interactive modules 501-1000 minutes	Interactive modules >1000 minutes
		05 Marks	08 Marks	10 Marks

The lead bidder or consortium should have successfully implemented Total no. of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory, etc.) in Hindi language and successfully implemented during last three years. Copy of the agreements as a proof has to be attached	5 Marks	25-50 Interactive modules in Hindi	51-100 Interactive modules in Hindi	Interactive modules >1000 minutes
		02 Marks	04 Marks	05 Marks
The lead bidder or consortium should have successfully implemented Total duration (in minutes) of Interactive modules (eg. Explanation of Physical, Chemistry, Biology practical work in Laboratory, etc.) in Hindi and successfully implemented during last three years. Copy of the agreements as a proof has to be attached	05 Marks	Interactive modules 100-500 minutes	Interactive modules 501-1000 minutes	Interactive modules >1000 minutes
		02 Marks	04 Marks	05 Marks
Approach and Methodology	10 Marks	Methodology as Annexure 14 will be evaluated and marks shall be assigned accordingly.		

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

Bidder(s) will be called for the demonstration of the proposed system at KSCL.

Marks shall be evaluated both the bidder for each and every criteria except financial capabilities.

70% minimum score to eligible for finance bid opening.

Technical Compliance Matrix

S No	Functional Feature /Requirement	Complains (Y/N)	Remarks
1.	Content Registration: Educational Platform must allow content should be registered to use the e-Learning contents for a particular grade		
2.	Administration: The Educational Platform must allow administrator to manage user registrations and profiles, define digital content access, and manage content, view reports in an offline environment		
4.	Rajasthan State Board Content: The Educational Platform should cover all content related to Class I to Class XII for subjects of the Rajasthan state board in Hindi.		

5.	<u>Question Bank:</u> The Educational Platform should have interactive MCQ/Fill in the blanks/Drag and Drop etc. type questions for the available academic structure.		
6.	<u>Teacher can create Question Bank:</u> Teacher should be able to add additional questions to the available academic structure and contribute towards creation of Question Bank.		
7.	<u>Lesson Planning:</u> The Educational Platform should have notes feature to do Lesson Planning and execution for a specific subtopic within a topic/chapter.		
8.	<u>Support blended learning:</u> The Educational Platform should offer a curriculum that mixes classroom and online digital contents easily. The Educational Platform should be able to handle audio and video contents.		
9.	<u>Content integration features:</u> Apart from supporting the vendor's own digital contents, the Educational Platform should provide native support to a wide range of third-party contents also.		

1.4.6. Eligible Goods and Services, and OEM Criteria

1.5. Award Criteria

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, GST, levies and other charges imposed under the Applicable Law as applicable. The lowest Financial Proposal (FM) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$\mathbf{Sf = 100 \times FM/F;}$$

In which Sf is the financial score, FM is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will be finally being ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$\mathbf{S = St \times Tw + Sf \times Fw;}$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical and Financial Proposal that will be 60:40.

1. procuring entity reserves the right to further negotiate the prices quoted by the successful bidder.
2. Bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the Letter of Acceptance (LoA).
3. If there is more than one bidder achieving (combined technical and financial score) the equal score, procuring entity reserves the right to select the Bidder(s) and that will be binding on all bidders.

1.5.1. Letter of Acceptance

Prior to the expiration of the period of bid validity, procuring entity 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, procuring entity will promptly notify each unsuccessful bidder.

1.5.2. Signing of Contract

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

1.5.3. Failure to Agree with the Terms & Conditions of the tender document / Contract

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

1.5.4. KSCL's Right to Accept any Bid and to Reject any or All Bids

procuring entity 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 procuring entity's action.

1.6. Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to procuring entity.
- 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) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by procuring entity 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.
- e) In case the project is extended after the project schedule as mentioned in the tender document, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason procuring entity would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of procuring entity under the contract in the matter, the proceeds of the PBG shall be payable to procuring entity as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. procuring entity shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) procuring entity shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by procuring entity, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.7. Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) KSCL shall have the right to request in writing to make any changes, modifications, deviation and change in location of installation of equipment and reduction in scope of Agency's work prior to and/ or after award of work. Agency shall consider such written requests and act accordingly in the matter. KSCL assures that the essence of this clause is to accommodate the maximum number of smart classrooms which is a welcome preposition to the bidder.
- d) As per RTPP ACT/RULE under clause "deviations, variations and adjustments". The quantum of additional work for each item shall not exceed 50% of original quantity of the item given in the contract and the total value of additional, altered, and substituted items of work shall not exceed 50% of the accepted contract price.
- e) The payment to be made as per actual installation.
- f) AMC payment to be made satisfactory performance certificates to be submitted by DEO

1.8. Warranty & Maintenance

- a) Successful Bidder shall also provide complete CAMC support with consumables for all supplied hardware, software and other components as outlined in this tender document for a period of 60 months from the date of Go-Live.
- b) During the CAMC 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) procuring entity or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this CAMC. Upon receipt of such notice, the Successful Bidder shall, within the CAMC period and with all reasonable speed, repair or replace the defective systems, without costs to procuring entity and within time specified and acceptable to procuring entity.
- d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, procuring entity 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 procuring entity 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 days of their availability and should carry out installation and make operational the same at no additional cost to procuring entity.
The Successful Bidder hereby warrants procuring entity that:
 - The supplied hardware & software meeting all the requirements as outlined in the tender document.
 - The proposed Hardware & Software shall achieve parameters delineated in the technical specification/requirement.
 - Before procuring the materials contractor should be approved technical data sheet for all equipments and materials as per tender documents/BOQ/technical specification.
 - The Successful bidder shall be responsible for warranty & maintenance services with consumables 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 CAMC and maintenance period.

Section-II
Scope of
Work & Term
of Reference

Scope of Work and Terms of Reference.**2. Scope of work**

1. Smart class aims at bringing technology into the classroom. It brings an exhaustive repository of world class digital modules or lessons, (consisting of 2D and 3D animations, graphics, audio and video) on every subject, which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with liquid clarity. The objective of this project is to bring in Smart class rooms to the Govt Schools of Kota.
2. The classrooms of government schools of Kota are devoid of internet connection and are neither air conditioned nor acoustically designed. The service provider shall take this into consideration while designing and implementing the smart class systems.
3. Hindi happens to be the medium of instruction and language of learning in government schools of Kota. The text books of the Rajasthan board are written in Hindi; hence the learning content should be in available in Hindi.
4. The teachers are to be trained by the service provider once in three months for first year to effectively use the hardware and software of the smart class package and another remaining four years training to be conducted by half yearly which shall be followed by refresher training as and required or as directed by the engineer in charge in case of emergency.
5. The learning content shall be exhaustive with respect to Rajasthan state board/ CBSE curriculum. The animations shall be of high quality which easily explains complex phenomena such as Heart functioning (biology), lab reactions (chemistry), nuclear reaction (physics), etc. The animations and other interactive content should be such that it assists the teaching learning process in an effective and simple manner. The modules should have pause, play, fast forward and rewind options. Movement from one module to other (e.g.: one chapter to another or from animation module to assessment module) should also be easy, quick and user friendly.
6. The software and hardware of the service provider should be flexible in such a way that any additional multimedia content in the form of video, lectures, animations, pictures, 2D/3D videos and additional questions created by subject teachers could be added into the database via a pen drive or external hard disk and used in an effective and simple manner.
7. The hardware and software installed shall be such that it shall be compatible to other (define formats) video lecture databases and other (define formats) smart class databases.
8. The smart class system should be such that it could be used in the offline mode (i.e. in the absence of internet).
9. The learning content which shall be categorized in the database on class and subject basis should cover at least the following subjects:

S.No.	Class	Subjects	Language of content
1	XI and XII	English, Physics, Chemistry, Biology, Mathematics, Hindi Arts and Commerce – All Subjects	Hindi & English
2	I to X	English, Hindi, Science, Mathematics and Social Sciences-All Subjects	English & Hindi

10. Desired specifications of the hardware for each smart class rooms are as below. (Not limited to)

List of Hardware	Specification
Computer System	<p>CPU Specification:</p> <p>Processor: Intel Chipset Motherboard with minimum core i3, 7th generation, integrated graphics card and cache memory or equivalent</p> <p>RAM:4GB RAM or more with expansion slot</p> <p>HDD:1TB HDD or more</p> <p>OS: Latest windows 10 pro 64bit operating system with 5 years O&M and all updations</p> <p>Optical Drive: DVD drive with both read and write capability</p> <p>Port: At least 2nos. spare USB ports other than those required for the system</p> <p>Key Board & Mouse– Wired</p> <p>Make: HP/Dell/Asus/Lenovo/HCL or Equivalent</p>
Projection System & Projection image size	<p>Projector: DLP with XGA resolution (1024x768), VGA & HDMI connectivity</p> <p>Type: Short Throw Projector</p> <p>Lumens: 3000 or above</p> <p>Make: Benq/Epson/Vivitek/Casio or Equivalent</p>
Audio	<p>Audio:</p> <p>1 active and 1 passive LS. 2 x 30 Watts. Inputs: unbalanced stereo mini-jack, balanced stereo euro block. Auto-power-on function.</p> <p>Make: Intex/Ahuja/Altona/iBall or Equivalent</p>
With power backup	<p>1 KVA line Interactive UPS with 15-20 min Battery back-up</p> <p>Make: Delta/Intex/Luminous/Micromax/Numeric or Equivalent</p>

<p>Smart Board Or Use Integrated Smart Projector with the wall as Interactive board. Along with 90" white board.</p>	<p>Projection Whiteboard with following specifications: -</p> <ul style="list-style-type: none"> -Dimension: 7' x 4' -Ceramic Steel Semi Matte' Finished Interactive Surface -The special chemical treatment to make the surface totally rust free/crack proof/stain resistance and involves low maintenance. -Smooth surface gives excellent writing experience -Longer durability for daily usage. <p>Make: As per standard</p> <p>Interactive Unit with Following Specification: -</p> <p>Form Factor: Portable & Surface Independent Interactive White Board System, Interactive Area; Up to 90" diagonal, Lens: Ultra-short focus (T/R up to 0.18)Technology: 3D Optical Technology (No electronic gadgets to be attached on the interactive surface) (Should Support "Edge Blending") Image processing speed : Up to 195 million dots/sec System Calibration: Manual / Auto but Auto Preferred Movement detection: IR/Optical tracking Simultaneous touch point support of minimum 230 Points Interactivity: Using Battery FREE, Super capacitive Stylus Charging Time: Not More than 200 Seconds Interactive Software with all standard features OS Support, Installation & Training , Free Cloud support for Educational Contents</p> <p>Make: Altona/Hyundai or Equivalent</p>
<p>Content</p>	<p>Content (Study material): -</p> <ul style="list-style-type: none"> (A) Class 1-5th & 6th-12th (subject wise) - Specify Subject (B) Based on Rajasthan Syllabus or Rajasthan board and CBSE Syllabus - Yes/No (C) Language – Hindi & English Both - Yes/No <p>Make: As per standard</p>
<p>Accessories</p>	<p>Wall Mount Metal Cabinet (Vertical/Horizontal): -</p> <p>Including all accessories for mounting all the items of required for setting up of this Smart classroom equipment's.</p> <p>Make: As per standard</p>
<p>O&M/CAMC</p>	<p>CAMC including consumables for 5 Years</p>

Scope of services in details

The Scope of work for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city shall include procurement, Installation and Management of 30 Smart classrooms in selected government schools in Kota and its O&M and CMAC for five years which will include training and hand holding. Broadly the scopes of work (not limited to) are follows.

- a. Procurement and installation of Hardware, Networking and other Equipment.
- b. Procurement Customization and Deployment of Software and content etc.
- c. Management and Maintenance of HW and SW and content Updatons etc.
- d. Training and Hand holding.

- e. Helpdesk Service
- 1. Procurement and installation of Hardware, Networking and other Equipment's.**
 - a. To Supply Computer 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 Educational software, Computer Education software, Spoken English educational software, Safe use of Internet educational software, for a contract period of 5 years.
 - b. The bidder shall provide the 'structured' cabling as per the industry standards where ever required.
 - c. The bidder would also need to provide backup power through UPS in order to meet the SLAs. In case additional hardware or upgrade is required in order to maintain the service levels, then bidder shall procure/upgrade the same with no additional cost to KSCL.
 - d. All hardware warranty shall start only after commissioning the smart Education system in all designated schools.
 - e. All services / equipment / software / hardware, adjunct or ancillary to the system defined in this tender document, but not specifically mentioned, shall be deemed to have been included in the Bidder's price proposal.
- 2. Procurement Customization and Deployment of Software and content.**
 - a. To procure and install all the commercial software required for the computer systems, namely, operating system, database, application software, etc. The bidder shall purchase these SW with app list out these SW in the bid proposal.
 - b. To procure and install all the content for smart education based on Rajasthan State board for STD I to Std. XII of all subjects.
 - c. All software and content updates will be done daily/weekly/monthly/quarterly and when OEM will update any contents (As applicable).
- 3. Management and Maintenance of HW and Software**
 - a. The bidder will be responsible for Maintenance of all the HW and Software procured and installed as part of the project for five years.
 - b. The bidder will be required to provide the Technical Support and training and hand holding for the smart class room systems.
 - c. Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in SLAs.
 - d. Provide the latest updates, patches / fixes, version upgrades relevant for the software components.
 - e. Software version control and software documentation management.
 - f. All licenses procured by the bidder under this project will be in the name of the KSCL.
 - g. Any issues in the HW/SW will be resolved promptly as per SLA. An escalation matrix will be prepared and shared with KSCL for resolution of all issues.
 - h. The bidder will also be responsible to keep track of the version control of the software applications
- 4. Training and Handholding**
 - a. To impart training to all teachers in the school in which smart class rooms have been implemented. A training program will be prepared with training manual, Do's and Don'ts etc. The training program shall include comprehensive operation of the system, installing and use of text book content based Computer Aided Learning (CAL) educational software, computer education software, common software applications (Word, Presentation, Spread sheet etc.),
 - b. The teachers' user manual should be made available to all trainee teachers in Hindi and English.
- 5. Help Desk Service**
 - a. The bidder will provide help desk services which will serve as a Single Point of Contact (SPOC)

for all ICT related incidents and service requests.

- Help Desk facility for reporting issues / problems with the IT infrastructure/HW.
 - Helpdesk facility for reporting issues/problems with related to software and content.
- b. Set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
- Specific E-Mail for raising a service request.
 - Dedicated Phone Number (for nodal office/help desk access reachable from landline as well as all major mobile service providers)
- c. The Help Desk shall undertake the following activities:
- Assign severity level to each issue / complaint.
 - Track each issue / complaint to resolution.
 - Escalate the issues / complaints, to department if necessary as per the escalation matrix to be defined in discussion with KSCL.
 - Provide feedback to KSCL.
 - Analyze the issue / complaint statistics.

Section - III

General Conditions of Contract (GCC)

3. General Conditions of Contract(GCC)

3.1. Governing Law

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

3.2. Project Implementation Schedule, Deliverables and Payment Terms

3.2.1. Deliverables & Payment Schedule

The Delivery of Smart Classroom Systems should be 3 months only as per the schedule given below:

1. 70% of the contract Amount of against supply, Installation, testing and handing over complete on pro-rata basis.
2. 05% on successful completion of 1st year of CAMC
3. 05% on successful completion of 2nd year of CAMC
4. 05% on successful completion of 3rd year of CAMC
5. 05% on successful completion of 4th year of CAMC
6. 10% on successful completion of 5th year of CAMC
7. Amount to be released after successful handing over of assests in running condition with all updated software once completion of 5th year from the date of commissioning
8. Running account (RA) bill to be raised monthly basis only

The amounts of guarantees and the payment schedule are presented below:

1. Performance bank guarantee (PBG) amount in indian rupees equivalent to 5% of the contract value shall be deposited in the form of bank guarantee in prescribed format Annexure 15 to the procuring entity within 7 days from the date of issuing of letter of acceptance (LOA).
2. The Procuring entity will issue the Completion Certificate at the end of 3rd Month after completion of testing and trials of the systems installed in all 30 classrooms. Engineer in charge or his representative shall undertake joint site visit to ensure possession of all sites immediately after issuing Notice to Proceed (NTP). A "Handing over/Taking over of Sites Note shall be prepared after physical visiting the site detailing out any hindrances, if any
3. On issuance Completion of CAMC, the procuring entity will release the PBG equivalent to the 5% amount of contract value with in 30 days.

3.2.2. Payment Terms

1. Payments shall be made. As mentioned in clause 3.2.1 above.
2. The Bidder's request(s) for payment shall be made to the procuring entity in writing, accompanied by an invoice describing, as appropriate, services completed. The invoice should be submitted and upon fulfillment of other obligations stipulated in the contract.
3. Payments shall be made promptly by the procuring entity within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and Verification by the procuring entity's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
4. Payment shall be made in Indian Rupees by RTGS / NEFT direct to the bank account of the contractor.
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 penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this tender document, shall be deducted from the due payments of the respective milestones.
8. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
9. It is the responsibility of the bidders to quote for and provide all the Hardware and Software for meeting all the requirements of the tender document. In case during evaluation, it is found that

certain Hardware or Software which is critical for meeting the requirement of this tender document and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional Hardware or Software are required for meeting the tender document 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 procuring entity.

3.3. Confidential Information

procuring entity 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.

The Successful Bidder shall not use the documents, data, and other information received from procuring entity 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 there by 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For 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 procuring entity in its so veering 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 procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by procuring entity 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

Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

3.7. Extensions of Time

1. If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify procuring entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, procuring entity shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.
2. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations

shall render the Bidder liable for disqualification for any further bids in procuring entity, unless an extension of time is agreed mutually.

3.8. Termination

1. procuring entity may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 3.8. In such an occurrence, procuring entity shall give a not less than 30 days' written notice of termination to the Successful Bidder.
2. If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as procuring entity may have subsequently approved in writing.
3. If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If, in the judgment of procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Successful Bidder submits to the procuring entity a false statement which has a material effect on the rights, obligations or interests of procuring entity.
7. If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to procuring entity.
8. If the Successful Bidder fails to provide the quality services as envisaged under this Contract, procuring entity may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. procuring entity 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 procuring entity, in its sole discretion and for any reasons what so ever, decides to terminate this Contract.
11. In the event procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, procuring entity 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 procuring entity 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 procuring entity shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1) to (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the procuring entity 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 procuring entity. Applicable under such circumstances, upon termination, the procuring entity may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to procuring entity within 30 days of termination date.

3.10. Assignment

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

similar services to complete project in stipulated timeframe.

3.11. Service Level Agreement

1. The service levels to be established for the Services offered by the Successful Bidder to the procuring entity. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the procuring entity.
2. The SLAs may be reviewed on quarterly basis as the procuring entity decides after taking the advice of the Successful Bidder and other agencies. All the changes shall be made by the procuring entity in consultation with the Successful Bidder.
3. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point of time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the procuring entity or an agency designated by them, then the procuring entity shall have the right to take appropriate punitive actions including termination of the contract.
4. Onsite comprehensive (including all Hardware, Software, network cabling for all types of defects and problems) maintenance services shall be provided by the Supplier / OEM during the period of warranty and Comprehensive Annual Maintenance Contract (CAMC). In case the supplier fails to rectify the problem within SLA including holidays then OEM shall be required to provide second level support, service to rectify the problem or replace the faulty system or part thereof. The performance of the system shall be measured and applicable penalties shall be calculated and imposed on the bidder, in case the performance is below the defined thresholds.

3.12. SLA Terms

Parameter for SLA	Penalty
Development / Customization, Testing, Acceptance, installation, commissioning and Implementation of Text Book based educational Software application.	Penalty of Rs 2000 per class room per week Where the installation is incomplete.
Up to 48 hours from the logging of the complaint with the bidder	Nil
Beyond 48 hours up to 15 days from the logging of the complaint with the bidder	Rs. 500 per week of the total value of the defective equipment/ Software
Beyond 15 days of the logging of the complaint till rectification of the Fault	Rs. 1000 per week of the total value of the defective equipment/software
Availability of Trainer	Penalty of Rs 2000 per week of absence of trainer.

3.13. SLAs to be complied

3.13.1 Service Level Requirement: R1, R2, R3 – 100% within response and resolution times

3.13.2 Measurement of Service Level Parameter: Support query should be classified in following three categories

Severity Level 1 (R1): System issues that have the greatest business impact wherein application users are not able to perform his/her regular work at a time. Or there is a downtime of the Smart class room solution, Servers, or equipment, at one or more locations

Severity Level 2(R2): System issues that have medium business impact wherein the user is partially able to perform his/her regular work. But the system not fully functional and has bugs, errors, faults etc. For example, user is able to login and perform most of his normal work, but some of the features have issues e.g. some supplementary reports are not available, some misalignment in reports, some role access issues, privileges conflicts, slow fetching of data etc.

Severity Level 3 (R3): System issues which have the least/no business impact on working, e.g. change of profile settings, Screen resolution issues, Customer tracking, error popup, messages etc.

3.13.3 In any case, if the equipment is not made operational within 8 days from the time of reporting of fault, the Performance Security submitted by the Bidder to the department shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and the department may initiate showcause notice after which if the issue still remains unresolved the purchaser reserves the right to terminate the contract forthwith. The delay due to force majeure conditions, closure of Site/no accessible of Site, theft, burglary etc. shall be excluded from the penalty subject to submission of notice/ letter/ document duly endorsed by concerned authorities.

- a) The primary goal of Testing & Acceptance is to ensure that the project meets requirements, standards, specifications and performance prescribed by the tender document.
- b) Completion of any other tests/evaluation criteria that the department may specify.
- c) The Acceptance Tests for the Hardware and Networking Components shall involve successful supply, delivery at Site, installation and commissioning of systems at all implementation locations of the project.
- d) In the event of the Site not being allocated, the bidder and KSCL may mutually agree to redefine the milestones by following appropriate change control process, to be defined in the contract.

On successful completion of the Acceptance Test(s) and after the Committee so constituted by the department to conduct the said Acceptance Tests are satisfied with the working of the system, the acceptance certificates shall be Signed by the Bidder and authorized representative(s) of the department.

Any delay by the Bidder in the performance of its contracted obligations shall render the bidder liable to the imposition of penalties, as deemed appropriate change control process, to be defined in the contract.

All components & deliverables of the Applications, hardware, networking components, software and other peripherals, as the case may be, would be deemed accepted on attainment of the receipt of Site Acceptance Certificate from each Location.

Any delay attributable to the bidder in the Acceptance Testing shall render the bidder liable to the imposition of appropriate penalties, as mentioned in the tender documents.

3.14. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of GoI/GoR/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with procuring entity or its allied Offices.
- c) CEO, KSCL reserves the right to withdraw / relax any of the terms and condition mentioned in the tender document, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.

3.15. Risk Purchase

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

3.16 Definitions: For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a. Contract means the Agreement entered between the KSCL and the selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- b. Contract Documents means the documents listed in the Agreement, including any amendments thereto.
- c. Contract Price means the price payable to the selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. Day means a calendar day.
- e. Delivery means the transfer of the Goods from the selected bidder to the KSCL in accordance with the terms and conditions set forth in the Contract.
- f. Completion means the fulfilment of the related services by the selected bidder in accordance with the terms and conditions set forth in the Contract.
- g. Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the selected bidder is required to supply to the KSCL under the Contract.
- h. KSCL means the entity purchasing the Goods and related services, as specified in the bidding document.
- i. Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the selected bidder under the Contract.
- j. Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to which any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the selected bidder.
- k. bidder means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the KSCL and is named as such in the Agreement, and includes the legal successors or permitted assigns of the selected bidder.
- l. The Site, where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to KSCL and get clarifications.

Contract Documents: Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3.17 Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the KSCL and the bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

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

3.18 Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the bidder and the KSCL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

3.19 Eligible Goods and Related Services

For purposes of this Clause, the term goods include commodities, raw material, machinery, equipment, and industrial plants; and related services, such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

The Bidder must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 24 hours.

The Bidder should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.

Bidder must quote products in accordance with above clause Eligible goods and related services.

3.20 Notices

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term in writing means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.

3.21 Scope of Supply

Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

The bidder shall not quote and supply any hardware that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 25 months from the last date of bid submission. OEMs are required to mention this in the MAF (manufacturer authorization form) for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any financial obligation to the KSCL.

Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

3.22 Delivery

Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply / shipping and other documents to be furnished by the selected bidder with invoices.

The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

The Bidder shall arrange to supply, install the ordered materials / system as per specifications within the specified delivery / completion period at offices / locations mentioned in the POWO. Shifting the place of delivery: The user will be free to shift the place of delivery within the same city / town / district/ division. The selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

3.23 Bidder's/ Selected Bidder's Responsibilities: The Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

3.24 KSCL's Responsibilities

Whenever the supply of goods and related services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the KSCL shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

3.25 Contract Price

The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

3.26 Terms of Payment

The Bidder's request for shall be made to the KSCL in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted and upon fulfilment of all the obligations stipulated in the Contract.

3.27 Performance Security

Performance Security amounting to total 10% of contract value (but excluding maintenance cost and provisional sum) shall be submitted as follows:

- (i) Contractor shall submit Performance Security @ 10% in advance at the time of signing of agreement in form of BG as per latest rules under RTPP act. The BG should be issued by any nationalized / schedule bank and shall remain valid up to 60 days beyond CAMC period. Bank Guarantee submitted against the performance guarantee, shall be en-cashable/inviolable at Kota when presented in specified Branch Office.
- (ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring entity, the Procuring entity may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring entity may require that the amount of the performance security shall be increased to 10% of the bid value of such items at the expense of the bidder to a level sufficient to protect the Procuring entity against financial loss in the event of default of the successful Bidder under the Contract.

3.28 Taxes & Duties

The contractor shall be responsible for pay all type of taxes/duties/cess including service tax, GST or any other levies imposed by the government and assessed as due and payable by the contractor associated with the carrying out of the services. The kota smart city limited shall be entitled to withhold or deduct from payment/ RA bill to the contractor any amount demanded by the competent authority.

3.29 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the KSCL by the Bidder herein shall remain vested in the

Selected Bidder, or, if they are furnished to the KSCL directly or through the Bidder by any third party, including Bidders of materials, the copyright in such materials shall remain vested in such third party.

3.30 Specifications and Standards

Technical Specifications and Drawings

- (a) The Bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the KSCL, by giving a notice of such disclaimer to the KSCL.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

3.31 Technical Specifications and Drawings

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the KSCL and shall be treated in accordance with relevant Clause.

3.32 Warranty

The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials

The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination., the warranty shall remain valid for 36 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

The KSCL shall give Notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.

The Bidder shall repair or replace the defective Goods or parts thereof, at no cost to the KSCL. If have been notified, the Bidder fails to remedy the defect within the period specified, the KSCL may proceed to take within a reasonable period such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the KSCL may have against the Bidder under the Contract.

3.33 Patent Indemnity

The Bidder shall, subject to the KSCL's compliance with GCC relevant Sub-Clause, indemnify and hold harmless the KSCL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the KSCL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: The installation of the Goods by the Bidder or the use of the Goods in the country where the Site is located; and

- a. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with

any other equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the KSCL arising out of the matters referred to in GCC, the KSCL shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the KSCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The KSCL shall indemnify and hold harmless the Bidder and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the KSCL.

3.34 Sub-Contracting

- a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of KSCL / Tendering Authority.
- b) If permitted, the selected bidder shall notify the KSCL, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid
- c) Subcontracting shall in no event relieve the Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- d) Subcontracts shall comply with the provisions of bidding document and/ or contract.

3.35 Packing and Documents

- a) The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the KSCL.

3.36 Insurance

The Goods supplied under the Contract shall be fully insured, against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the Bidder and KSCL will not be required to pay such charges if incurred.

The goods will be delivered installed and commissioned FOR destination in perfect condition.

3.37 Transportation

The bidder shall be responsible for the proper packing to avoid damage under normal conditions of any mode of transportation and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking / inspection of the material by the Consignee. No extra cost on such account shall be admissible.

3.38 Inspection

The supplier shall intimate at least 15 days in advance about the readiness of material to commensurate with the delivery schedule for getting material inspected. The procuring entity at its discretion may waive the inspection or depute inspecting officer to test/examine and inspect the material at the supplier's work software warehouse.

Such inspection and acceptance for dispatch shall not however relieve the supplier from entire responsibility for supplying the material conforming to the requirements of the order nor shall it be a prejudice to any claim because of defective or unsatisfactory materials.

3.39 Rejection

- a) Articles / Goods not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) The rejected articles / goods shall be removed by the Bidder/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

3.40 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause Force Majeure, if the bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the KSCL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and / or contract. Once the maximum is reached, KSCL may terminate the Contract pursuant to clause Termination.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the bidder.
- d) The bidder shall request in writing to KSCL giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorata progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- e) The KSCL shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- f) Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - (i) When delay has occurred due to delay by Kota Smart City Limited in performing any of the duties to be performed by them as mentioned in the Chapter Titled Scope of Work, Deliverables and Timelines.
 - (ii) When delay has occurred in supply of materials etc. if these were required to be supplied to the Bidder or service provider by Kota Smart City Limited as per terms of the contract.
- g) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- i) If Kota Smart City Limited needs the good and / or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

3.41 Liquidated Damages/Penalty for delay:

In case of extension in the delivery and/or installation/completion/commissioning period is granted with penalty / liquidated damages, the recovery for the un-finished work on pro-rata basis, shall be made on the basis of percentages of value of goods and/or service which the bidder has failed to supply or complete as in the Bid Document:

- a. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- b. Compensation for delay of work @ 2% per month of delay to be computed on per day basis.
- c. The maximum amount of liquidated damages shall be 10% for the unfinished work.
- d. The percentage refers to the payment due for the associated unfinished work.
- e. The LD shall be levied if delay is attributable to the Bidder only.

3.42 Limitation of Liability: Except in cases of gross negligence or willful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to the KSCL.
- b) The aggregate liability of the Bidder/selected bidder to the KSCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the bidder to indemnify the KSCL with respect to patent infringement.

3.43 Change in Laws & 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 in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) 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 Bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.**3.45 Termination****a) Termination for Default**

The tender sanctioning authority of Kota Smart City Limited may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the bidder, terminate the contract in whole or in part: -

- i. If the bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Kota Smart City Limited; or
 - ii. If the bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the bidder, in the judgement of the KSCL, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - iv. If the bidder commits breach of any condition of the contract. If Kota Smart City Limited terminates the contract in whole or in part, full amount of Performance Guarantee shall stand forfeited. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- b) Termination for Insolvency: Kota Smart City Limited may at any time terminate the Contract by giving a written notice of at least 30 days to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder /selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Kota Smart City Limited.

c) **Termination for Convenience**

Kota Smart City Limited, by a written notice of at least 30 days sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the KSCL's convenience, the extent to which performance of the bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Depending on merits of the case the bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Bidder's/ selected bidder's receipt of the Notice of termination shall be accepted by the KSCL at the Contract terms and prices. For the remaining Goods, the KSCL may elect:

- i. To have any portion completed and delivered at the Contract terms and prices; and/or
- ii. To cancel the remainder and pay to the bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the bidder.

3.46 Settlement of Disputes by Dispute Resolution Board.

The procedure of reference of disputes to the Dispute Resolution Board and its functioning shall be as per Annexure 16.

Section – IV

Annexure

Annexure 1- Guidelines for Pre-Qualification Proposal**Annexure 1.1 - Check-list for the Pre-Qualification Proposal**

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized Signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or corresponding Act in abroad			Registration Number: Date of Incorporation
6.	Copy of Certificate from the Statutory Auditor for the last3 (Three) financial years 2013-14, 2014-15 and2015-16			Year-wise details of turnover
7.	Valid copy of the ISO 9001:2008 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. As per format provided at Annexure 4			Reference No: Date of Letter:

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A,

Dusshera Maidan, Kota, Rajasthan, 324007

Subject: Bid for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city

Tender document Reference No: XX

Dear Sir,

With reference to your “tender document for Implementation of Smart Classrooms in Government Schools in Kota”, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the Procuring entity can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the tender document and related documents, in short listing of bidder for providing services.

We have submitted EMD of INR [] in the form of [] and Tender fee of INR [] online through e-Tendering Portal <http://eproc.rajasthan.gov.in>.

- a. 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.
- b. We agree to abide by our offer for a period of 90 days from the date of opening of pre- qualification bid prescribed by Procuring entity and that we shall remain bound by a communication of acceptance within that time.
- c. We have carefully read and understood the terms and conditions of the tender document and the conditions of the contract applicable to the tender document. We do hereby undertake to provision as per these terms and conditions.
- d. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the tender document document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the tender document 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 discounted etc.

- e. 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.
- f. We understand that the Procuring entity may cancel the bidding process at any time and that Procuring entity is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- g. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact email at thanking you,

Yours sincerely,

(Signature of the Lead bidder)

Printed Name Designation

Seal

Date: Place:

Business Address:

Annexure1.3-Format to share Bidder's and Bidding Firms Particulars

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

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Service Tax Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this tender document:	
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

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

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

Annexure 1.5 - Consortium Agreement**DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2017 at [Place] among _____ (hereinafter referred to as "") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "") and having office at [Address], as Party of the Second Part and _____

_____ (hereinafter referred to as " ") and having office at [Address], as Party of the Third Part.

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

WHEREAS KSCL, has issued a Request for Proposal dated [Date] (tender document) from the Applicants interested in tender document for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city:

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "tender document for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Procuring entity 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 Procuring entity for "tender document for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city" 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 Procuring entity for the performance of the works in accordance with the terms and conditions of the tender 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 Procuring entity.

- 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 Procuring entity and the Parties to execute the Contract
- e. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- v. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

Party C: _____

- vi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- vii. That this MoU shall be governed in accordance with the laws of India and courts in Madhya 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)

(Party of the third part)

Witness:

1.

2.

Annexure 2– Guidelines for Technical Proposal**Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal**

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Technical Compliance Matrix			-
3.	Project Implementation Approach			-
4.	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its consortium should have successfully executed smart classroom in school in last 3 (Three) financial years (FY2014-15,2015-16 and 2016-17).			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
5.	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its consortium should have successfully executed Smart Classrooms in Schools in Kota last 3 (Three) financial years (FY2014-15, 2015-16 and 2016-17).			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:
6.	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its consortium should have successfully delivered Smart Classrooms projects in last 3 (Three) financial years (FY2014-15,2015-16 and 2016-17).			
7.	OEM Authorization Form			OEM Name: Date:

Annexure 2.2.-Technical Bid Cover Letter

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

Date: dd/mm/yyyy

To

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A,

Dusshera Maidan, Kota, Rajasthan, 324007

Sub: Request for Proposal for "Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city"

tender document Reference No: XX

Dear Sir,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the tender document for "Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city"

We attach hereto the technical response as required by the tender document, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city", put forward in tender document or such adjusted plan as may subsequently be mutually agreed between us and KSCL 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 tender document and also agree to abide by this tender response for a period of 90 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 KSCL.

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 KSCL 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 KSCL 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]

Annexure 2.3-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 Procuring entity of it so board/governing body.

Date: Signature:

(Company Seal) (Name)

Annexure 2.4-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) CMAC Plan for 5 years including consumables
- e) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- f) Escalation matrix during contract period

Note:

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

Inadequate information shall lead to disqualification of the bid.

Annexure 2.5-Format for OEM Authorization (Optional)

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

Date:

To,

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A,

Dusshera Maidan, Kota, Rajasthan, 324007

tender document Ref: <----->

Dear Sir,

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

We herewith certify that the above-mentioned equipment / software products are not end of the life and we hereby undertake to support this equipment / software for the duration of minimum 3 years from the date of Submission of the Bid.

Yours faithfully, (Name)

(Name of Producers)

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

Annexure 3– Guidelines for Financial Proposal**Annexure 3.1 - Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A,

Dusshera Maidan, Kota, Rajasthan, 324007

Subject: Bid for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city

tender document Reference No: XX

Dear Sir,

1. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & inconformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).
3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the tender document.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the tender document document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by KSCL;
6. I/We understand that any additional hardware and software required to make the entire solution operational shall have to be provided by us.
7. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the tender document.
8. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
10. I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the tender document document and submit that we have not submitted any deviations in this regard.

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

Date:

Place:

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only

(i.e. <http://eproc.rajasthan.gov.in>)

tender document Reference No: XX

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

Sr.No.	Items	Unit (x)	Unit Rate (y) (In Rs.)	Total (x*y) (In Rs.)
1.	Supply of equipment, multimedia content, installation, training (including refresher training during contract period of 5 years) maintenance and updating of content (during contract period of 5 years) of the smart class room system as per detail in bid documents	30		
	Total Cost			

Instructions:

- KSCL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is under taken/supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- Bidder should provide all prices as per the prescribed format under this Annexure3.2.
- All the prices are to be entered in Indian Rupees ONLY
- KSCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, GST, levies indicated.
- KSCL shall take into account all Taxes, Duties, and GST & Levies for the purpose of evaluation.
- The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by KSCL what so ever.
- Bidder should refer the tender document document for details on the technical requirements of the system and the bench mark specifications for the items mentioned in the financial formats.
- Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

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

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A,

Dusshera Maidan, Kota, Rajasthan, 324007

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

tender document Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, KSCL 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

tender document Reference No: XX

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

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note:

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

Annexure 6- Power of Attorney

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

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

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “tender document for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city”, including signing and submission of all documents and providing information / responses to the KSCL, representing us in all matters before KSCL, and generally dealing with the KSCL in all matters in connection with our Proposal for the said Project.

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

For _____

Name: Designation: Date:

Time: Seal:

Business Address:

Accepted,

(Signature) (Name, Title and Address of the Attorney)

Note:

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

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

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

KSCL has invited Bids from interested companies for "tender document for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city ("Project").

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

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

Whereas, we have decided that M/s shall be Lead Member of this Consortium. NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2017 for _____

(Name & Title)

Witnesses:

1.. _____

2.. _____

(To be executed by the Member of the Consortium)

Note:

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

Appendix 7 – Format for Bank Guarantee for Earnest Money Deposit

To

Chief Executive officer
Kota Smart City Limited,
Rajeev Gandhi Bhawan, Block-A,
Dusshera Maidan, Kota, Rajasthan, 324007

Dear Sir,

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

Whereas <<Name of the bidder>>(hereinafter called 'the System Integrator') has submitted the bid for Submission of tender document <<tender document Number>> dated <<Date>> for Request for Proposal for Setting up Smart Class Rooms in Various Government Schools in Municipal Limit of Kota city" (hereinafter called "the Bid") to KSCL, Kota.

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

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Procuring entity during the period of validity of bid
 - (a) With draws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed; We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 upto <<insert date>> and including <<extra time over and above mandated in the tender document>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date. NOT WITH STANDING ANY THING 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**Form of Performance Bank Guarantee**Date: _____ **[insert date (as day, month and year)]**Contract Name and No.: _____ **[insert name and number of Contract]**To: _____ **[insert Designation and complete address of Procuring entity]**

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ **[insert name of subject matter of procurement]**.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of 60 months **[Procuring entity to indicate here the period of time for which the Procuring entity will declare Bidder in eligible to be awarded a Contract if the performance Security Declaration is to be executed]** starting on the date that we receive a notification from you, the **CEO, KSCL [Designation of the Procuring entity]** that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[insert complete name and address of the Bidder]Dated on day of __, __ **[insert date of signing]**

Corporate Seal _____

Annexure 9: Certificate of Giving Unlimited Rights

tender document Ref

Date:

To,

The Chief Executive Officer,
Kota Smart City Limited,
Rajeev Gandhi Bhawan, Block-A,
Dusshera Maidan, Kota, Rajasthan, 324007
Tel: 0744-2502293| Fax: 0744-2501282,
E-mail: ksclkota@gmail.com

We _____ do hereby confirm that in case of the contract being awarded to us, we are ready to give unlimited licensing rights to the Procuring entity for using the software in the government schools in Kota as per their requirement. However, we will not be able to support in terms of updates and services.

We assure that the unlimited use of licensing rights of the software solution will be transferred to the Procuring entity.

Name of the Bidder: - Signature: -

Seal of the Organization:

Annexure 10: Compliance with the Code of integrity and No Conflict of interest

Any person participating in a procurement process shall –

- a. Not offer any bribe reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or otherwise influence the procurement process;
- b. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d. Not misuse any information shared between the procuring entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- f. Not obstruct any investigation or audit of a procurement process;
- g. Disclose conflict of interest, if any; and
- h. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest: -

The Bidder participating in a bidding process must not have a conflict of interest. A Conflict of interest is considered to be a situation in which a party has Interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with palpable laws and regulations.

- I A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a. Have controlling partners/shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid; or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, works or services that are the subject of the Bid; or
 - g. The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Signature of Tenderer with seal

Annexure 11: Declaration by the Bidder regarding Qualifications**Declaration by the Bidder**

In relation to my/our Bid submitted to ----- for procurement of ----- in response to their Notice inviting Bids No. ----- Dated -----I/we hereby declare under section 7 of Rajasthan Transparency in public procuring Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the state Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receiver shop, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition:

Date: signature of bidder

Place: Name

Designation: Address:

Signature of Tenderer with seal

Annexure 12: Grievance Redressal during Procurement Process

The designation and address of First Appellate Authority is: - Chief Executive Officer Kota Smart City Limited. Kota

The designation and address of second Appellate Authority is: - Principal Secretary, Department of Local Bodies, and Govt. of Rajasthan

1. Filing an appeal If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be. Clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the Technical Bids before the opening of the Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2) or if the Bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring entity, as the case may be may file a second appeal to second Appellate authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (3) or of the date of receipt of the order passed by the First Appellate Authority as the case maybe.
4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

5. Form of Appeal

- a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment offer.
- c) Every appeal may be presented to first Appellate Authority or second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal
 - a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a scheduled Bank in India payable in the name of appellate Authority concerned.
7. Procedure for disposal of appeal
 - a) The First Appellate Authority or second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b) On the date fixed for hearing, the First Appellate Authority or second Appellate Authority, as the case may be, shall-
 - I. Hear all the parties to appeal present before him; and
 - II. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Signature of Tenderer with seal

FORM No. 1

[see rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ----- of -----

Before the ----- (First/second Appellate Authority)

1. Particulars of appellant:

I. Name of the appellant:

II. Official address, if any:

III. Residential address:

2. Name and address of the respondent (s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of ----- appeal; -----

----- (supported by an affidavit)

7. Prayer:

Place -----

Date -----

Appellant's Signature

Signature of Tenderer

With seal

Annexure 13: Additional Conditions of contract

1. Correction of arithmetical errors Provided that a financial Bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
 - I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected:
 - II. If there is an error in a total corresponding to the addition or subtraction of subtotals the sub totals shall prevail and the total shall be corrected:
 - III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring entity's Right to vary Quantities
 - I. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices. Or other terms and conditions of the Bid and the conditions of contract.
 - II. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
 - III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25 % of the value of Goods of the original contract and shall be. Within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited Bidding or other wise and the extra cost incurred shall be recovered from the supplier.

Annexure 14: Methodology

Please provide the details in the following format for evaluation purposes. Please limit the number of pages to be not more than 10 including charts and diagrams.

1. Technical Proposal and Scheme:

- A. Understanding of the Project (2 Marks),
- B. Proposed Solutions (3 Marks),
- C. Implementation Methodology (3 marks),
- D. Training & Capacity Building (1 Marks),
- E. Grievance Redressal Mechanism (1 Marks),

Name: in the capacity of:

Signed:

Duly authorized to sign the Authorization for and on behalf of

Date: [Signature] - [Company Seal]

Annexure 15: Performance Security**Performance Security****[Bank's Name, and Address of Issuing Branch or Office]****Beneficiary: [Name and Address of Procuring Entity]***(Chief Executive Officer, Kota Smart City Limited, Kota)***Date:**

Performance Guarantee No.: We have been informed that **[name of the Contractor]**)hereinafter called "the Contractor"(has entered into Contract No. **[reference number of the Contract]** dated with you, for the execution of **[name of contract and brief description of Works]**)hereinafter called "the Contract"(.

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we **[name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* **[amount in figures]**)Rupees..... **[amount in words]**) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation)s(under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of , **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorised Signature (S)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.

Notes:

1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.
2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Annexure 16: Dispute Resolution during Execution of the Contract

1.1 Dispute

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

1.2 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication through Dispute Resolution Board (DRB), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

2.1 Dispute Resolution Board (DRB)

- (a) A formal Sub-Clause of obtaining dispute resolution through DRB will be inserted in the Conditions of the Contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like: Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment)monthly retainer ship fee, daily fee for travel & site visits, out-of-pocket expenses(; manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; termination/ phasing out the activities of DRB; default of the Member, and action to be taken in case of dispute in relation to DRB Agreement, etc.
- (b) DRB should be put in place within one month of Letter of Acceptance.
- (c) The DRB for all projects costing more than Rs 10 crore will comprise of three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation)Chairman, etc.(concerned in other cases.
- (d) The Members to be appointed shall be out of a panel maintained by the Department/ Organisation concerned and should be experienced in the type of construction involved and/ or finance and accounts and/ or contractual documents. They should be persons of repute and integrity.
- (e) If any dispute that arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including anydisagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, should berried to be settled amicably. If the dispute remains unsettled, it shall be referred to the DRB.
- (f) Both parties shall promptly make available all information, access to the Site, and appropriate facilities, as the DRB may require for the purposes of making a recommendation on such dispute.
- (g) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRB and approved by both parties, the DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable

settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

- (h) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRB fails to give its recommendation within 56 days)or as otherwise approved(, within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer-in-Charge, of its intention to commence arbitration proceedings.
- (i) If the DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRB shall become final and binding.

3.0 Arbitration

- (a) Any dispute in respect of which the recommendations)if any(of DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996, or any statutory amendment thereof
- (b) The Arbitral Tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If the parties fail to reach an agreement on the third Member then on request of either or both parties, appointment will be made by concerned Administrative Department in case of Government Departments and Head of the Organisation)Chairman, etc.(concerned in other cases.
- (c) The Tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer-in-Charge, and any decision of the DRB, relevant to the dispute
- (d) Neither party shall be limited in the proceedings before the Tribunal to the evidence or arguments previously put before the DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction.
- (e) Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer-in-Charge and the DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works

4.0 Language

All proceedings before DRB/ arbitral tribunal shall be in the Language of the Contract/ English.

5.0 Terms and conditions for engagement of DRB Member and Chairman

The terms and conditions including the remuneration and other facilities to be given to the Members of DRB and Arbitrators in case of civil engineering construction contracts/ consultancies shall be as notified by the State Government from time to time. Each Party to the Contract)the Contractor/Consultant(shall be responsible for paying one-half of the remuneration. Since the fee structure has to be agreed by both the parties i.e. Procuring Entity and Contractor/ Consultant, the fee structure may also be got accepted by the respective Contractor/ Consultants. In the contracts, the fee structure maybe included as part of the bidding documents/ contract documents and the acceptance of the fee structure by the Contractors/ Consultants may be kept as a pre-condition for signing the Contract.