

KAKINADA SMART CITY CORPORATION LIMITED

REQUEST FOR PROPOSAL (RFP)

RFP NO. KSCCL/Smart Classes/2017

Country: INDIA

Name of Work:

Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control centre in Kakinada city including Operation and Maintenance up to 5 years.

Dated: 14-03-2017

Email: smartcityofficekdd@gmail.com
kakinadacorporation@gmail.com

Website: www.kakinada.cdma.ap.gov.in

Managing Director
M/s KSCCL,
Kakinada-533001



Notification:

KAKINADA SMART CITY CORPORATION LIMITED
Bids are invited from Eligible Bidders for following Item of works

1. RFP No: KSCCL/Smart Classes /2017, Establishment of Virtual Class Rooms & Digital Class Rooms in all Municipal Schools including O & M.
2. RFS No: KSCCL/Solar Roof Top GB/2017/R-2, Establishment of Grid Connected Roof Top Solar PV Systems on Govt Buildings in Kakinada (Phase-2).
3. RFP No: KSCCL/ Gandhi Nagar Park/2017, Rehabilitation and Development of Infrastructure facility in Gandhi Nagar Park

The Proposals can be submitted online e-tendering process through e-procurement portal www.apecprocurement.gov.in from 15th Mar 2017 onwards. **Pre bid meeting on 22-03-2017.**

For Communication, contact us through mails : smartcityofficekdk@gmail.com, kakinadacorporation@gmail.com, Web site: Kakinada.cdma.ap.gov.in
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Sd/-S.Aleem Basha
Managing Director,
KSCCL, Kakinada.

Key Dates

SN	Activity	Start Date	Time
1	Release of RFP	15-Mar-2017	14:00 Hrs
2	Last date of receipt of queries on RFP	21-Mar-2017	17:00 Hrs
3	Pre-bid Meeting date Venue: Conference Hall, Municipal Corporation, Cinema road, Kakinada, AP, India	22-Mar-2017	15:00 Hrs
4	Posting of response to queries	25-Mar-2017	17:00 Hrs
5	Last date for submission of Bids- Electronically	04-April-2017	17:00 Hrs
6	Physical Submission: Venue: o/o KSCCL, D.No 2-33-10,Pekevari street. PerrajuPeta, Kakinada	06-Apr-2017	15:00 Hrs
7	Date of opening of technical bids	06-Apr-2017	15:30 Hrs
8	Date of opening of Commercial bids	13-April-2016	15:00 Hrs
9	Offer inviting bids	Managing Director KSCCL, Kakinada	

For more details contact:

Kakinada Smart City Corporation Ltd.

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Disclaimer

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of Kakinada Smart City Corporation (hereafter referred to as "KSCCL") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided in writing.

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

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

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

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



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

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

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

Tabel of Contents

Section I – Introduction.....	8
Section II – Instruction to Bidders (ITB).....	9
1. GENERAL INFORMATION.....	9
2. DURATION OF CONTRACT	9
4 BID DOCUMENT FEES & EARNEST MONEY DEPOSIT	11
5 SITE VISIT BEFORE BIDDING	12
6 OMMISSIONS ERRORS, CLARIFICATION AND PRE BID MEETING	13
7 AMENDMENT OF TENDER DOCUMENTS.....	13
8 ALTERNATIVE PROPOSAL	14
9 BID VALIDITY PERIOD.....	14
10 SUBMISSION OF BID	14
11 SUB-LETTING OF CONTRACT.....	15
12 ACCEPTANCE AND WITHDRAWAL	15
13 COMPLIANCE WITH LAWS.....	15
14 SEVERABILITY	16
15 AFFIDAVIT	16
16 BID OPENING.....	16
17 DEADLINE FOR SUBMISSION OF BIDS	17
18 LATE BIDS	18
19 EVALUATION OF TENDERS: Selection Process for bidder	18
Section III – Scope of Work.....	26
1. Background	26
2. Project Requirements.....	27
Section IV	Deleted
Section V.....	Deleted
Section VI General conditions of the contract.....	44
Section VII – Special Conditions of Contract.....	59

Annexure-I List of schools for establishing Smart Classrooms..... 64

ANNEXURE-II(A)- Technical Specifications of IT Infrastructure.....67

ANNEXURE-II (B) – Supply and Installation of Studio Setup.....77

ANNEXURE- III – Format for Technical Bid, Profile of the Bidder.....81

ANNEXURE – III (A) – Bid Letter.....83

ANNEXURE III (B) – Financial Information Summary.....86

ANNEXURE – III (C) – Details of Establishing Smart Classrooms in Last 10 years(Part III).....87

Annexure – III (D) – Details of Studio supplied by the Bidder (Part III).....88

ANNEXURE – III (E) – OEM/ Brand wise Details of Deliverables.....89

ANNEXURE-III(F) – Commitment Letter of Support from Principal Manufacturer/ OEM.....90

ANNEXURE – III (G) –Undertaking of Acceptance of Implementation Schedule and Payment Terms..91

ANNEXURE III (H) – Check List of the Documents to be uploaded by the Bidder.....92

ANNEXURE-IV – Pre Contract Integrity Pac.....95

ANNEXURE-V – Format for Financial Bid.....101

Annexure– V(A) – Consolidated Cost Sheet (Capex).....102

Annexure– V(B) – Consolidated Cost Sheet (O&M, AMC) – Opex.....1055

Annexure -V(C)-consolidated cost sheet (Capex+Opex).....107

ANNEXURE VI – Contract Form.....108

ANNEXURE-VII – Bank Guarantee Format 111

Annexure – VIII DRAFT DESIGN OF CABINET OF A SMART CLASSROOM113

Annexure -IX - Declaration of Consortium Member for non blacklisting.....115

Annexure X No Deviation Certificate116

Annexure XI Total responsibility Certificate117

Annexure XII –Performance Bank Guarantee.....118

Annexure XIII – Non-Disclosure Agreement.....120

Annexure XIV Consortium Agreement.....123

Annexure XV Anti Collusion Certificate.....125

Annexure XVI – Declaration of Non-Blacklisting.....126

Annexure XVII- Format of Power of Attorney to authorize signatory.....127

Annexure XVIII- Format of power of attorney for lead bidder of consortium.....129



SUPPLY, DELIVERY, INSTALLATION, COMMENSING OF VIRTUAL CLASSROOMS, DIGITAL CLASSROOMS AND COMPUTERLAB IN ALL MUNICIPAL HIGH SCHOOLS, UP SCHOOLS AND PRIMARY SCHOOLS IN ABD AREA AND STUDIO AT COMMAND CONTROL CENTRE IN KAKINADA CITY INCLUDING OPERATION AND MAINTAINANCE UPTO 5YEARS.



Section I - Introduction

1. About the Kakinada Smart City Corporation Limited

Kakinada is Andhra Pradesh's one of the fastest growing cities. It has two sea ports. It is also a popular tourist destination. The city is an industrial hub, Kakinada is a multi-faceted city located in south India. Kakinada Municipal Corporation (KMC) is the urban local consisting of 50 municipal wards.

City of Kakinada participated in the Smart City Challenge (Phase 1) and is one (ranked 14th) of the 20 shortlisted cities by MoUD for implementing Smart City projects in round 1.

Special Purpose Vehicle (SPV) was incorporated with the name "Kakinada Smart City Corporation Limited" on 7th March 2016.

2. Introduction to Kakinada Smart city Project

The Government of India has recently announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. Kakinada is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India.

The smart city proposal of Kakinada includes several Pan City and Area Based Development initiatives with a focus on both infrastructure and Information, Communication and Technology advancements across the city and at strategic locations. The strategic focus of the city has been identified to improve mobility, improve situational awareness, enhance public safety and security, and introduce data driven decision making. Education is the important sector of development in the smart city proposals.

It is proposed to establish digital classrooms, virtual classrooms, and computer labs in the schools.

Section II – Instruction to Bidders (ITB)

1. GENERAL INFORMATION

The works described in the bid document is a single responsibility turnkey job of **Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation and Maintenance up to 5 years.**

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

All communications in reference to this bid must be made to
The Managing Director
Kakinada Smart City Corporation Ltd.
Kakinada 533301

2. DURATION OF CONTRACT

Duration for capital work under scope of project in 4 months from the date of issue of Letter of Work.

Duration of Operation and Maintenance would be 5 years after the successful commissioning of entire work as per the provision of this RFP and acceptance by KMC or KSCCL.

3. Eligibility Criteria

3.1 Eligible Bidders

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

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

The bidder should be a Company registered in India under the Indian Companies Act 1956 or a partnership firm registered under the India Partnership Act 1932 with any amendments if any, with their registered office in India. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory

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

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

3.2 Financial Eligibility

3.2.1 The bidder should have an average of three years annual turnover of Rs. 10.0 Crores in below mentioned three financial years.

In case of a joint venture JV partner should have an average annual Turnover of Rs.2.5 Cr. subject to meeting of total Turnover of both the partners put together.

Attested copies of the bidders audited annual reports/ financial statement for each of the three financial year's i.e, 2013-14, 2014-15 and 2015-16 have to be attached along with a certificate from a practicing Chartered Accountant on his letter head confirming annual turnover, net profit, net worth & average annual turnover during these years. (10% weightage per annum will be given for updating the Turnover to the present year).

3.2.2 Financial eligibility (specific to the bid)

The bidder should have the implemented smart classroom projects amounting to an aggregate of more than Rs5.00Cr. in last 5 years.

3.3 Technical Eligibility

- 3.3.1. The bidder should have executed a minimum of 50 Virtual class rooms in last 5 years
- 3.3.2. The Bidder should have executed a minimum of 50 Digital Class rooms in last 5 years
- 3.3.3. The Bidder should have executed a minimum of 1 Studios for virtual classroom in last 5 years

All the above conditions must be satisfied.

4 BID DOCUMENT FEES & EARNEST MONEY DEPOSIT

- 4.2 **Bid Document Fee:** The Bid document fees is Rs.10,000/- (Rs. Ten Thousand only) shall be paid in the form of a Demand Draft in favor of the Kakinada Smart City Corporation Limited payable at Kakinada and shall be submitted during physical submission. However scanned copy shall be uploaded in the e-procurement portal.
- 4.3 The Earnest money deposit of Rs. 6,00,000/- (Rupees Six Lakhs only) will have to be furnished separately in the form of Bank Guarantee from a Nationalized / Scheduled/ Commercial Bank along with the bid to be submitted physically as specified in **RFP**(section Key dates) of this bid and shall be submitted during physical submission. However scanned copy shall be uploaded in the e-procurement portal
- 4.4 The Earnest Money Deposit of un-successful bidders shall be returned/ refunded within 21 working days of award of Tender. In case of successful bidder this shall be returned/refunded within 15 days of signing of Contract Agreement and submission of Bank Guarantee. However, the cost of tender of Rs.10,000/- is **non-refundable**
- 4.5 The Bidders have to submit all the requisite details mentioned in the e-tendering portal. All the required documents including the EMD demand BG, have to be scanned and uploaded/submitted at the e-tendering portal i.e. <https://tender.apetrocurement.gov.in>
- 4.6 **The EMD will be forfeited at the discretion of, KSCCL on account of one or more of the following reasons:**
 - 4.6.2 The Bidder withdraws the Bid during the period of Bid validity.
 - 4.6.3 Bidder does not respond to the requests for clarification of Bid.

- 4.6.4 Bidder fails to co-operate in the Bid evaluation process.
 - 4.6.5 Bidder is found to be engaged in corrupt/fraudulent practices.
 - 4.6.6 In case of a successful Bidder, the said bidder fails in the event of
 - 4.6.6.1 To furnish Performance Bank Guarantee or
 - 4.6.6.2 To sign the agreement in time
 - 4.6.6.3 Failure to execute the contract as per terms and conditions stipulated in the tender documents.
 - 4.6.6.4 The Bidders can't withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD.
 - 4.6.7 If the bid is not in conformity with the instructions mentioned in the tender document.
 - 4.6.8 If the bidder violates any provision of the terms and conditions of the tender document.
 - 4.6.9 Refusal by the bidder to accept an arithmetical error or otherwise appearing on the face of tender
- 4.7 **Bid Processing Fee** of Rs.10,000/- (Rs. Ten Thousand only) excluding service tax shall be paid online to M/s Vupadhi Techno Services Pvt Ltd. Which is non refundable.

5 SITE VISIT BEFORE BIDDING

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

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

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

6 OMISSIONS ERRORS, CLARIFICATION AND PRE BID MEETING

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

7 AMENDMENT OF TENDER DOCUMENTS

- 7.2 At any time before the scheduled submission of bid, KSCCL may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment.
- 7.3 The amendment/response to clarification(s), if any, will be uploaded on the website: <https://tender.apecurement.gov.in> or www.kakinada.cdma.ap.gov.in which will be binding on them. KSCCL may, at its discretion, extend the date for submission and/or opening of the bid.

7.4 In order to allow all prospective bidders, KSCCL may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

8 ALTERNATIVE PROPOSAL

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

9 BID VALIDITY PERIOD

Bid shall remain valid for the period of 90 days from the date of submission of the Bid.

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

10 SUBMISSION OF BID

10.2 Tender Document can be downloaded from the e-tendering portal i.e. <https://tender.apecurement.gov.in> or www.kakinada.cdma.ap.gov.in .

10.3 Submission of bids shall be deemed to have being done after careful study and examination of the tender document with full understanding of its implications.

10.4 The Bids needs to be submitted only on the e-tendering portal i.e. <https://tender.apecurement.gov.in> only.

10.5 The bidder must be an authorized representative of the product offered.

10.6 The Bidders have to upload their bids online through e-tendering portal i.e. <https://tender.apecurement.gov.in> or in three parts which will include stage I- Pre-qualification including bidder's profile, Stage II-Technical Bid as per the Performa given in **Annexure III** and Stage III- Financial Bid as per Performa given in **Annexure V**.

10.7 Bidder shall submit their offer in electronic format on up to the end date and time for submission of the bid, after stamping and digitally signing the same. Offers which are not digitally signed and stamped will not be accepted. Further physical bids in duplicate in 3 separate envelops are to be submitted as per the Time schedule given in the **RFP (section Key dates) of this bid**.

10.8 KSCCL reserves the right to extend the Contract at its sole discretion and requirement.

10.9 Bids will be opened online as per time schedule mentioned in RFP.

10.10 The Bidder shall bear all costs associated with the preparation and submission of its bid, and for the purposes of clarification of the bid, if so desired by the Authority.

11 SUB-LETTING OF CONTRACT

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

12 ACCEPTANCE AND WITHDRAWAL

12.2 The final acceptance of the tender would entirely vest with KSCCL, which reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of KSCCL to communicate in any way with rejected bidders. After acceptance of the tender by KSCCL, the bidder shall have no right to withdraw his tender or claim higher price.

12.3 Tender with incomplete information is liable for rejection.

12.4 Any dispute/difference arising out or relating to this agreement including the interpretation of the terms and conditions will be resolved through mutual discussions.

13 COMPLIANCE WITH LAWS

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

14 SEVERABILITY

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

15 AFFIDAVIT

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

16 BID OPENING

- 16.2 An Official authorized by MD/ KSCCL will perform the bid opening, which is a critical event in the bidding process.
- 16.3 The bid opening shall be opened by the authorized official in the presence of those bidders or their authorized representatives who may be present at the time of the opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid.
- 16.4 KSCCL shall conduct the bid opening at the address, date and time specified in the **RFP (section Key dates) of this bid**
- 16.5 All the bids received up to the specified time and date shall be opened at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.
- 16.6 All the documents comprising of technical bid shall be downloaded and opened from <https://tender.apecurement.gov.in>
- 16.7 There will be three bid-opening events
- a. Stage I- Pre-Qualification bid
 - b. Stage II - Technical bid
 - c. Stage III- Commercial bid

- 16.8 All the bids, except the Commercial/financial bids, shall be opened one at a time, and the name of the bidder and other details as the authorized official may consider appropriate will be read out. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids and Bids not accompanied with the proof of payment or instrument of the EMD.
- 16.9 The KSCCL shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of the Technical Evaluation Committee with date and time of opening of the Bids.
- 16.10 The selection of the successful bidder will be based on QCLCBS (Quality Cum Least Cost Based Selection) process. Prequalification bids will be opened first. Technical bid of stage I will be opened next and if it is found complete in all respects, then only the successful bidders in Technical bid will be called for presentation of digital content. At the time of evaluation of technical bid, any clarification, if required, the same is to be furnished by the bidder concerned in prescribed time limit. After that, financial bid would be opened and the least cost bidder L-1 will be decided. It is clearly stated that the work could be awarded to one who qualifies technical evaluation and who quoted lowest amount. The decision of the Kakinada Smart City Corporation Limited shall be final and binding. No claim whatsoever in this regard shall be entertained.
- 16.11 Bidders should note that this is a critical project with predefined timelines. Therefore, bidder has to comply with all terms & conditions specified in this tender document. The bidders should submit their bids in compliance with the tender procedures and contract terms as specified in this tender document.

17 DEADLINE FOR SUBMISSION OF BIDS

- 17.2 Deadline for submission of the bids will be as per the RFP document- Key Dates section.
- 17.3 KSCCL may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of KSCCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.4 In the event of the specified date for the submission of Bids being declared a holiday for KSCCL, the Bids will be received up to the appointed time on the next working day.

17.5 The bids submitted online before the schedule period only will be evaluated. The KSCCL will not take any responsibility for delay in online submission of bids due to any reason. For this, bidders are requested to complete their work well before last date and time so as to avoid 11th hour issues like slow speed, choking of website due to heavy load or any other unforeseen circumstances.

18 LATE BIDS

Any Bid received by KSCCL after the deadline for submission of bids prescribed by KSCCL pursuant to conditions mentioned in RFP, will be summarily rejected.

19 EVALUATION OF TENDERS: Selection Process for bidder

19.2 Preliminary Examination of Bids

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

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

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

19.3 Clarification on Bids

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

19.4 Evaluation Process

Successful bidder will be selected through a rigorous selection process of Quality cum least cost based System. (QCLCBS)

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

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

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

19.4.2 Stage 1:Pre-Qualification

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

19.4.2.1 Scanned copy of Demand Draft in respect of bid document fee towards the cost of tender from a Nationalized/ Scheduled / commercial Bank drawn in favor of Kakinada Smart City Corporation Limited payable at Kakinada.

19.4.2.2 Scanned copy of Bank Guarantee in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled /commercial Bank drawn in favor of Kakinada Smart City Corporation Limited payable at Kakinada.

19.4.2.3 Original Bank Guarantee in respect of Earnest Money Deposit (EMD) and bid document fee should be submitted physically.

- 19.4.2.4 Permanent Account No (PAN) of the Bidder/Firm/Company/Society.
- 19.4.2.5 Self attested copy of sales/service tax registration and sales/service tax return filed in last three years.
- 19.4.2.6 Self attested copy of certificate that the up-to date Income Tax Returns filed.
- 19.4.2.7 Self attested documentary evidence of (a) the Proof of Residence of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorized Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as, Proof of the Address of the Office of the Bidder Firm/Company/Society.
- 19.4.2.8 Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company/Society.
- 19.4.2.9 A completion certificate from the client agency certifying the successful completion of the similar work done by the bidder may be uploaded along-with the tender documents.
- 19.4.2.10 The bidder will submit an undertaking that after the award of the work to them, they will open a support office in Kakinada manned with their own qualified support staff/Engineer with their Customer Care Number.
- 19.4.2.11 The turnover/network/financial status of the bidder shall be ascertained from the following documents which the bidder is required to upload (scanned copy) along with the tender document for the preceding three Financial years FY 2013-14, 2014-15 and 2015-16 duly certified by a Chartered Accountant
- Audited Financial Statement of the Firm/Company/ Society

- Audited Balance sheet of the Firm / Company /Society
- Audited copies of profit and loss statements

- 19.4.2.12 An undertaking (scanned copy) shall be uploaded with the technical bid documents by the intending bidder that their firm/company/society has not been blacklisted by any Govt/ Semi Govt. organization/ PSU'S of the central/ state government duly counter signed by Notary.
- 19.4.2.13 The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs. 2.5Crores, issued on or after 1st April 2016 by a Nationalized / Scheduled / commercial bank. This Bank solvency certificate may be got verified from the Bank concerned.
- 19.4.2.14 The scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted.
- 19.4.2.15 Technical bids (**ANNEXURE 'III'**) along with the compliance sheet of technical specifications as mentioned in **Annexure II(A),II(B),II(C)** and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, scanned and uploaded in e-tendering portal.
- 19.4.2.16 The bidder has to submit a Bid letter as per format given in **Annexure III (A)**.
- 19.4.2.17 The bidder has to submit the Financial Information Summary of the Company/Agency/Organization as per format given in **Annexure III (B)**.
- 19.4.2.18 The bidder has to submit the details of establishing Smart classrooms/clients in the last 5 years as per format given in **Annexure III (C)**.

- 19.4.2.19 A list of OEM/Brand wise details of deliverables of Hardware supplied by the vender to be uploaded along-with the Technical bid as per format given in **Annexure III (E)**.
- 19.4.2.20 The bidder has to submit a Commitment letter for the support from the Principal Manufacturer/OEM as per format given in **Annexure III (F)**.
- 19.4.2.21 The bidders should give an undertaking regarding acceptance of the implementation schedule and payment terms as mentioned in **Annexure- III (H)**. Any deviation in the implementation schedule shall make the tender liable for rejection.
- 19.4.2.22 The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory
- 19.4.2.23 The bidders should give clause-by-clause compliance for the technical specification of the solution as in the tender in their technical bids. Also, give unconditional compliance of all the terms & conditions as mentioned in the Tender document.
- 19.4.2.24 Checklist of documents to be submitted in the first cover as per format given in **Annexure III (I)**.
- 19.4.2.25 The bidder should submit pre-integrity pact along with the technical bid as per format given in **Annexure IV**
- 19.4.2.26 The bidder has to submit financial bid format given in **Annexure V**.
- 19.4.2.27 The bidder has to submit a consolidated cost sheet as per format given in **Annexure V (A)**.
- 19.4.2.28 The bidders shall have to furnish an affidavit as under:

“I/We undertake and confirm that eligible similar work have not got executed through another contract on back to back

basis. Further that, if such a violation comes to the notice of the KSCCL, then, I shall be debarred for bidding in KSCCL in future, forever. Also, if such a violation comes to a notice to the KSCCL before date of start of work, the KSCCL shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee (Scanned copy to be uploaded at the time of submission of bid

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

19.4.3 Stage 2 Technical Evaluation

Authority will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion. The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP.

- The bidder may be asked to present about and demonstrate the offered Supply, Installation, and Commissioning of Virtual and Digital classroom Solution with Interactivity for Municipal Schools at a short notice of three days during the evaluation.

Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the bidders who get **Technical Score of more than or equal to 70% in Technical Evaluation** will qualify for Commercial Evaluation stage. Weightages of to bidder's ability is as shown in the Table.

Table of Technical Weightages of bidder's ability

Technical Criteria assessment parameter.	Total Marks
Number of classes where the shortlisted Bidder have carried out VC/ DC. >50 and <= 100 classrooms: 10 marks >100 and <= 200 classrooms: 20marks >200 and <= 300 classrooms: 30 marks >300 classrooms: 40 marks	40
Demonstration of the VC/ DC with the interactivity before the Tender Evaluation Committee	20
Learning analytics of the MIS System covered in the content.	10
Number of Studio's setup for education and training. >1 and <=2 Studio:5 Marks >2 : 10 Marks	10
Extensiveness of the training plan presented by the bidders including the qualification of the trainers	10
Demonstrate Reports on Learning Analytics from the already implemented MIS system in similar projects.	10
Total	100

Financial bid will not be opened for those bidders, who don't qualify the Technical evaluation stage.

19.4.4 Stage 3 Commercial Evaluation

All the technically qualified bidders will be notified to participate in Commercial Bid opening process. The commercial bids for the technically qualified bidders shall then be opened on the notified date and time through e-mail and reviewed

to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

Commercial bids that are not as per the format provided in **Annexure V, V (A), V(B) and V(C)** shall be liable for rejection. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.

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

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

19.4.4.2 A bid determined as substantially non-responsive shall be rejected by the KSCCL.

19.4.4.3 The KSCCL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

19.4.4.4 The KSCCL shall evaluate in detail and compare the bids which are substantially responsive.

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

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

Total Price shall be calculated based on the format provided in **Annexure V, V (A), and V (B) and V(C)**. The bidder who quoted the lowest rate (L1) will be awarded with the work.

Bid Security amount shall be returned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.

Section III – Scope of Work

1. Background

In Kakinada Municipal Corporation (KMC) at present there are total of 67 schools, of which 52 are Primary Schools, 1 Upper Primary School and 14 High Schools. In this regard KSCCL has proposed for setting up of 257 Smart Class Rooms in 28 Municipal Corporation school (13 Primary and 1 Upper primary school in ABD area and 14 High Schools) and studio at command control center.

KMC has taken a number of initiatives in the past few years to provide IT infrastructure and IT education in KMC Schools. The most important objective of this initiative is to ensure that no child is left behind in the access to learning, which is also the mandate of the Right to Education Act 2009. Besides actual syllabus learning, children can have advantage of upgraded technology in learning about socio-political events, leading personalities, culture, heritage, sports, environment and other areas related to child development.

It is proposed to establish Virtual Classrooms, Digital Class rooms with Interactive Display Boards and a Computer lab for all High schools and Digital Class rooms with Interactive Display Boards at Upper Primary Schools and primary schools in ABD area and studio at command control center.

- All the above mentioned KMC schools are to be equipped with Interactive Display Boards for access to digital contents available on the websites of AP State Government and from other sources that are being used in schools to impart education as per the syllabus of the respective classes as per the specifications in Annexure.
- The project requirements include supply, installation & commissioning of Hardware, uploading/maintenance and up gradation of Educational Digital contents, networking and provisioning of training to teachers by Resource Persons and onsite comprehensive warranty for two years followed by AMC for three years for all the products and peripherals supplied in this contract.

There may be a deviation of +/- 10% in the scope the work, depending on the developing situation, as mentioned in the Scope of Work (**Section III**) of this tender document.

2. Project Requirements

The bidder is required to undertake the following Scope of work for setting up 257 Smart Classrooms in 28 KMC Schools (13 Primary Schools, 1 Upper Primary School and 14 High Schools) and One Computer lab each of the 14 High Schools and a Studio to be set up at Command Control Center under KMC. List of schools are in Annexure I

- Studio Setup at Command and Control Centre.
- The Primary schools are required to be provided with Digital Interactive Board only.
- The One (1) Upper Primary and Fourteen (14) High Schools are required to be provided with Digital Interactive Boards and Virtual Class room Facility in each class.
- One Computer Lab in each High School as per the List of High Schools provided.

List of work/ equipment to be provided at various schools under the contract is provided in the table below.

2.1 Studio Set up.

A studio set up required by KSCCL in a place identified at Command and Control Center. The primary requirement of this studio is to Broadcast the lectures by Eminent teachers to all the students sitting at various High schools across Kakinada using Virtual Classroom facility. This will be a two way communication between Studio and the School. Also should have the hand rising facility from both sides, means that the teacher should be able to pause the session during a class and be able to answer the query by any student from any school.

2.2 Digital Classrooms For Primary Schools (DC)

- Bidder is to provide every classroom with e-classroom Interactive Whiteboard as per the list of schools and classrooms.
- to provide e-Classroom short Projector as per the specifications given in each of the class in all schools as per the list.
- to provide Ceiling kit for Projector in each of the class at all schools..
- to provide Smart Digital cabinet as per the specifications.
- Smart station computer as per the specifications in each class at all Primary schools.

- Green Board as per the specifications in each class at all schools.
- Built in UPS
- Cable laying for Connecting UPS.
- Godrej 7 lever lock for each class room.

List of Primary Schools requiring Digital Classrooms with Interactive Display Boards.		
S Num	Name of the School	Num of Digital Classrooms Required.
1	Sri Rama SMCPS, Kothapet market	5
2	Md.Girls MCPS, Kothuru	5
3	MCPS, Ramakrishna Rao peta	7
4	(i)MCPS, Rama Rao peta	5
	(ii) SMCPS, Cheedilapora	
5	LMK MCPS, Prathapnagar	7
6	(i)MCPS, Pagoda street	5
	(ii)MCPS, Kacheripeta	
7	(i)B.P.Spl MCPS, Market tank	5
	(ii)Md.Girls MCPS, Market tank	
	(iii)MAKA MCPS, Market tank	
8	Sarada Spl MCPS, Tilak street	5
9	K.V.Rao MCPS, Tilak street	5
10	S.R.Peta Boys MCPS	5
11	Hindu Spl MCPS, Salipeta	5
12	Sri Satyanarayana Spl MCPS, Gandhinagar	5
13	(i)MCPS, Bank peta	5
	(ii)Sri Venkateswara Spl MCPS, Ragampeta	
	Total	69

2.3 Virtual Classroom and Digital Classroom for Upper Primary and High Schools(VC+DC)

- Bidder is to provide every classroom with e-classroom Interactive Whiteboard as per the list of schools and set up Virtual Classrooms in each of the classroom in the High Schools that are mentioned in the list.
- to provide e-Classroom short Projector as per the specifications given in each of the class in all schools as per the list.
- to provide Ceiling kit for Projector in each of the class at all schools.
- to provide Smart Digital cabinet as per the specifications.
- Smart station computer as per the specifications in each class at all Primary schools.
- Green Board as per the specifications in each class at all schools.
- Webcam for Virtual Classroom.
- Microphone with headphone.
- Virtual Classroom software
- Clicker System
- Built in UPS
- Cable laying for Connecting UPS.
- Godrej 7 Lever Lock for each classroom.

List of one Upper Primary and 14 High Schools requiring Virtual Classroom and Interactive Display Boards		
S.No	Name of School	No. of Classrooms
1	Mahatma Gandhi MCHS Gandhinagar	18
2	Smt PSMCGHS, Salipeta	18
3	Rahiv Gandhi MCHS., Near Mpl Corp Office	15
4	MCGHS, Srinagar	5
5	Dr.B.R. Ambedkar, MCHS, Recharlapeta	10
6	MCBHS., Paradesammappeta	15
7	Batchu Ramam MCGHS, Church	28
8	SRKMCHS., Tilak street	10
9	MCHS., Sriramnagar	5

10	MCHS., Ramanayyapeta	10
11	MCHS., Endowment Colony	5
12	GMC Bala Yogi MCHS., Annamma Tank	11
13	Mother Theresa MCHS, Godarigunta	14
14	Dr.SRKMCHS, Yallavarigaruvu	17
15	Mpl Corp Upper Primary School, R.P.Lines	7
	Total	188

- 2.3.1 The Bidder should provide integrated hardware and software solution for virtual and digital classrooms with interactivity along with required software licenses in the name of KSCCL. The whole solution shall include Collaborative Platform, virtual classroom platform, interactive white board solution etc, The bidder shall have to supply all necessary accessories along with the supplied goods viz. appropriate cable, power supply cords/wires/cables etc. and appropriate licenses in the name of KSCCL, device drivers and documentation that may be required, whether mentioned or not mentioned in the tender, for successful acceptance of the quoted product by KSCCL.
- 2.3.2 The bidder must have the full licensed rights in the name of KSCCL of the software nationally as well as internationally of all software/ operating systems developed and/or supplied to the KSCCL through this tender.
- 2.3.3 The solution should be integrated with Command, Communication and Control Centre and at KMC.
- 2.3.4 The Virtual Classroom should be able to provide simultaneous two-way effective Communication to the studio at CCC. The solution should also use optimal bandwidth possible while also maintaining the scalability and should be compatible with each other at API level.
- 2.3.5 The teacher should be able to schedule virtual classroom sessions from the studio and should be able to send notifications to all the participating classes across different schools using the platform. Teacher should be able to view the

participating classes on the screen while teaching and also take interactive questions from students.

2.3.6 All the participating students should be able to view all the activities done by the teacher on the platform in real-time.

2.3.7 Training should be imparted to select group of identified Government Resource persons under ToT model as per **Table A** given in this section.

Table A- Training requirements for the adoption of smart education

1. Training for all the courses (as specified in Annexure II C) to the teachers in each school needs to be provided by the bidder. Teachers who will undertake the training will be selected by the principal of the respective school.
2. Post the installations of the hardware and software required for the smart classroom, at-least 7 days of initial intensive training should be conducted by the bidder covering all schools to ensure maximum adoption of the smart classroom in each school
3. Post this training independent evaluations will be carried out by KMC officers/independent consultants to understand the readiness of the teachers in each school in adoption of the smart teaching mechanism
4. In case KMC officers find out there are still training requirements based on the above evaluation, the bidder needs to undertake further training as specified in the evaluation report prepared by the KMC officers/ independent consultants.
5. In addition to the above at least 3 days of refresher training needs to be conducted by the bidder in every quarter

2.3.8 Formats of the content have to be free to use and widely available.

2.3.9 The MIS System which will be integrated with each of the smart classroom should conform with the following minimum learning analytical requirements. Refer **Table B** in this section for more detail below.

Table B- Learning analytics for each classroom

Learning analytics should emphasize measurement and data collection as activities that schools need to undertake and understand, and focuses on the analysis and reporting of the data. The following key questions need to be answered in each subject with the help of learning analytics that the bidder plans to incorporate

- Review of daily performance report card for each student for each subject
- Review of performance report at student level, class level and school level
- Heat maps show which recordings in which subject are getting high viewing traffic, providing insights into comprehension trends
- Level of student participation for each subject in each class
- Feedback report on teacher by students for each subject

For a particular student's overall development the following answers should be given by the learning analytics

- When are students ready to move on to the next topic?
- When are students falling behind in a course?
- When is a student at risk for not completing a course?
- What is the best next course for a given student?
- When a student should be referred to a counselor for help?

The bidders should give a detailed presentation covering these aspects of learning analytics based on which marks will be allotted to each bidder as per the details mentioned in the Technical Evaluation criteria.

2.3.10 All the equipment should be labeled with a permanent sticker (i.e. screen printing, etc.) with logo of 'KSCCL' for easy identification. The monogram will be made available to the successful bidder.

2.3.11 The bidder should indicate the proposed arrangement/spare parts stocking for providing high quality services.

2.3.12 The successful bidder will maintain at least 2% spare parts at the designated KMC School or site so that the parts can be replaced immediately. For onsite warranty of the hardware one resident engineer will remain stationed in designated KMC School listed in Kakinada. (Primary, Upper Primary and High School).

2.4 Installation of Computer Lab:

The bidder is required to supply and install the following in each Computer lab.

- 30 Desktop computers as per technical specifications enclosed.
- LAN Connectivity to connect all the 30 Computers in the lab as per technical specifications.
- Adequate LED lights in the Computer lab.
- Electrical wiring including modular switch boards bought to a common point connected to required rating of MCB.
- Furniture to the Lab for 30 Computer as per technical specifications provided in the bid document.
- UPS with Power back up of 1 Hour to cater to 30 computers with Full scale.
- 2 x 1.5 Ton Split Air Conditioner with all requisite electrical connectors.
- PoP False Ceiling to the computer lab.
- Ambiance in the computer lab shall be very good.
- Godrej 7 lever lock for each computer lab
- Total 14 computer labs to be developed across 14 High Schools.

List of High Schools requiring Computer Lab		
S.No	Name of School	Computer Lab Required
1	Mahatma Gandhi MCHS Gandhinagar	Yes
2	Smt PSMCGHS, Salipeta	Yes
3	Rahiv Gandhi MCHS., Near Mpl Corp Office	Yes
4	MCGHS, Srinagar	Yes
5	Dr.B.R. Ambedkar, MCHS, Recharlapeta	Yes
6	MCBHS., Paradesammampeta	Yes
7	Batchu Ramam MCGHS, Church	Yes
8	SRKMCHS., Tilak street	Yes
9	MCHS., Sriramnagar	Yes
10	MCHS., Ramanayyapeta	Yes
11	MCHS., Endowment Colony	Yes
12	GMC Bala Yogi MCHS., Annamma Tank	Yes

13	Mother Theresa MCHS, Godarigunta	Yes
14	Dr.SRKMCHS, Yallavarigaruvu	Yes

Computer Lab Frame work:

Electrical wiring and equipments

The bidder has to undertake entire electrical wiring as per IE rules for all electrical and IT equipment like PCs, Lighting, a Common UPS catering the capacity for all Computers in the lab with a back up of 30 Min full scale at each school and in all 14 High Schools mentioned in RFP. Electrical wiring would also include earthing arrangements. Bidder is required to provide electrical equipment like exhaust fans, lighting arrangement for the Computer lab. Bidder is required to submit his electrical layout design as part of implementation plan to be submitted to the department along with the Technical Bid. Refer **RFP** for the specifications.

Power back up arrangements (UPS)

The bidder has to provide a minimum 10 KVA online with at least 30 min backup on full rated capacity. Refer RFP for the specifications. The bidder will ensure that the UPS provides full rated backup throughout the contract period. Bidder would be responsible for maintenance/replacement of batteries whenever required during the contract period at his own cost to ensure requisite backup. Bidder will ensure replacement of batteries at least once during the contract period, not later than third year of contract

KSCCL intends to set up One Computer Lab each of the 14KMC Schools, involving the supply, installation and successful commissioning of the following items:

Bidder is required to supply, install and maintain physical and I.T Infrastructure in 14 Schools (Establish Computer Lab, Hardware, Networking equipment, System / Application Software, furniture and fixtures, Uninterrupted Power Supply, with necessary infrastructure lab support staff etc). The entire infrastructure to be provided as part of the project must be brand new and as per the specifications laid out in the RFP.

Physical Infrastructure Requirements:

i. Furniture & Fixtures:

The bidder has to provide furniture for Computer Lab like tables, chairs, partitions wherever required. Furniture would include

- Fixed table assembly and chairs for the students.
 - One Table and Chair for the teacher (1 PC would be placed on the teacher's table)
- Refer **RFP** for the furniture specifications. Bidder is also required to take up adequate partitioning and ventilation (from floor to ceiling) for UPS set up.

ii. LAN Equipment:

The bidder has to provide one 24 Port Switch, one 16 Port Switch, two 24 Port CAT6 Patch Panel and one 9U wall mounting Rack in each of the Computer Cabin 14 Schools. Refer **RFP** for the specifications

iii. LAN set up:

The bidder has to undertake LAN set up including cabling for 30 PCs, and has to provide required I/O boxes and other allied accessories.

iv. Software Requirements:

The Bidder would provide all the software and licenses in the name of KSCCL for the functioning of Computer Lab. Bidder would be required to install all the software /upgrades/patches etc in Computer labs as and when required during the contract period. The indicative list of software is as follows:

1. Desktop Operating System Windows 10 or Equivalent.
2. Antivirus (Desktop based licenses) with latest updates.
3. MS Office with Education License.
4. Other Application software as prescribed by the department on the basis of curriculum defined for the project.

Miscellaneous Items:

Bidder is required to provide following miscellaneous items in each of the Computer lab.

- i. **Fire Extinguisher:** Bidder will have to provide two Handheld fire extinguishers of Carbon Dioxide as per IS specification located at strategic location in lab to ensure minimum safety standards. The fire extinguishers need to be replaced/ refilled before the expiry dates during the contract period. Relevant test certificate and end user acceptance certificate in similar environment should be provided for the quoted makes.

- ii. **Lab Cleanliness Kit:** Bidder will provide and maintain a Lab Cleanliness kit at all times during the contract period. Cleanliness of the lab would be the responsibility of the bidder, School administration would facilitate for the basic cleaning of lab. Cleanliness kit would include dusting cloth to clean the IT equipments, Cleaning liquid to clean IT Equipment. Dust covers for all the IT equipments and one Foot mat to be placed outside the lab. Footwear should not be allowed inside the Computer lab.
- iii. **Registers** for Fault logging/Asset Register.

2.5 Management Information System

Bidder is required to provide MIS system to manage operations in 28 schools and also at central level in CCC Level. The MIS Software should be able to capture the following:

- **Student related information:** Student details like name, roll no, schooling history, lab attendance, student performance, curriculum and marks obtained etc.
- **Faculty and lab Assistant related information:** Attendance, leave records, training details, lectures delivered etc
- **Training module feedback:** To capture feedback from students and teachers
- **Infrastructure module:** To track uptime and downtime of the lab infrastructure (Computer, networking, internet, projector, UPS etc) including fault logging mechanism and record of time taken for compliant redressal.
- **Report generation:** Software should be able to generate weekly and monthly reports as required by KSCCL from time to time.
- The MIS should also be capturing the acceptance test record of the Lab to clear payment to the Selected Bidder after consideration of penalty if any.
- The bidder will also have to install, operate and manage any additional MIS software to be provided by the KSCCL.

2.6 Services:

- i. The bidder has to manage and maintain in working condition the complete Computer lab covering hardware, software and necessary infrastructure like UPS etc. for the contracted period of 5 years
- ii. Installation of software /upgrades/patches from time to time.
- iii. The bidder has to provide the following personnel on full time basis
 - One Technical Support engineer to take care of the Computer lab and also the Interactive Boards / Digital Classrooms in each of the High School where in Computer Lab and Digital/ Virtual classrooms exist, with either of the below listed minimum qualification-

- B.E or B. Tech from any recognized University with One Year Hands on experience or a Three-year diploma recognized by State Board of Technical Education in computer science/ electronics/electrical with minimum Two years of experience in maintenance of computer hardware/ networking.

The Technical Support Engineer will be responsible for the following activities.

- Opening and closing of the Computer Lab.
- Day to day maintenance of the lab including equipment cleanliness, operation and maintenance of hardware, software and other lab accessories
- Assistance to the teachers in teaching and conducting practical.
- Maintenance of Asset register/Fault logging register/generator usage record
- Coordinating with Bidders' central team for MIS system and lab support activities.
- Due diligence of Lab infrastructure and equipments.
- Handling the issues on Digital Classrooms and Virtual Classrooms. Troubleshooting and resolving issues pertaining to the same.

iv. One technical support engineers to ensure the service level/ uptime agreed in the Service Level Agreement (SLA) at appropriate locations for maintenance, troubleshooting and repair purposes. Bidder is required to maintain adequate stocks of spares etc and infrastructure at City Level to ensure adherence to SLAs. The office of the support engineer shall ensure the adherence to SLAs at the City level and would act as a fault resolution/coordination channel.

- v. The bidder will be responsible for all the employment terms of these Technical Support Engineers including the service laws i.e. income tax, provident fund, gratuity, pension, LTC, Medical Expenses etc., and will also comply applicable Minimum Wages Act. KSCCL shall not be responsible of any act of the IT Assistant cum Resource Person and also not be liable for any damages/penalty /payment in any form either legal or otherwise.
- vi. Successful bidder will be responsible for compliance of all the statutory labor laws w.r.t. deployment of manpower by him under the contract and any/all liabilities accruing on account of labor laws will be the responsibility of the Selected Bidder.

2.7 TECHNICAL SPECIFICATION OF IT INFRASTRUCTURE REQUIREMENTS:

The bidder shall provide IT infrastructure (Client-Server model) having following accessories:-

2.7.1 COMPUTERS

2.7.1.1 The Bidder is required to provide desktop computers for preparation of lecture (lesson plans) and other purposes, in each of the Smart Classrooms. Bidder may note that the scope of work includes all services i.e. Comprehensive 2 (Two) year Warranty/repair/maintenance/spares /instant replacement in case of break down/failure etc. followed by 3 (Three) year AMC.

2.7.1.2 The details of technical specifications of Computers (PC) are given in **Annexure II (A)**.

2.7.2 INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR

2.7.2.1 The bidder has to provide an Interactive white board/White Board with Interactive Device in each of the Smart Classrooms. This will be in addition to the traditional white board/green board already available in classes. However, in case, the traditional white board/green board are required to be modified or replaced the same has to be done by the bidder.

2.7.2.2 The details of technical specifications of Interactive Board is given in Annexure – II (A).

2.7.2.3 PROJECTOR:

- The Bidder has to provide a short throw Projector, wall mounted Projector in each of the class rooms where Smart Classrooms are to be set up.
- The details of technical specifications of Projector is given in **Annexure – II (A)**.

2.7.3 ELECTRICAL WIRING AND EQUIPMENTS:

2.7.3.1 The bidder has to undertake electrical wiring (of ISI marked & branded) for all electrical and IT equipment like PCs, Server and UPS etc. in 28KMC Schools.

2.7.3.2 Electrical wiring would also include proper earthing/shock proof arrangements.

2.7.3.3 Wiring (All equipment/ appliances /fittings should be ISI/ISO certified)

2.7.3.4 The electrical wiring and ducting for the electrical wiring will be done by the bidder in such a way that it should give an aesthetic look.

2.7.4 CABINET FOR SAFETY OF THE EQUIPMENTS:

The successful bidder will have to provide a cabinet/podium with metallic arrangement in such a way that the teacher may be able to work on the desktop computer. It should have the robust locking system for safety of the PC and UPS. The entire system shall be placed in a single cabinet with floor bearing and floor supported to keep it strong and stable. The tray for the keyboard and mouse is placed high enough for the teachers to reach with ease. The cabinet shall be such that all hardware is placed in it with hidden speaker system, concealed wiring as indicated at **Annexure VIII**.

2.7.5 PROVISION FOR THE GREENBOARD WITH WHITE INTERACTIVE BOARD:

With white interactive board, the concessionaire shall also supply 5x4 feet Green Board as a traditional teaching aid. The viewing angle shall be such that students sitting in all corners of the classroom can see what is being written.

2.7.6 CIVIL WORK:

All civil works during the installation of Smart Board and White Board along with the Projector and sound system, Cabinet containing PC and UPS and during networking will be carried out by the bidder in such a manner that it should match with the existing civil work of the classes and necessary false ceiling AC, suitable cap with aesthetic appearance and furniture in the computer lab should be provided..

2.8 TRAINING OF TEACHERS AND OTHER STAFF

The bidder will train teachers on usage and integration of multimedia educational content in the lesson plans. Due attention should be given to the following aspects during the training:

2.8.1 Proper proposal including curriculum for the training will be designed and submitted by the successful bidder at the time of signing of agreement and duly approved by KSCCL.

- 2.8.2 There should be special emphasis on practical training, operating the System for the use of multimedia educational content as per details given in Para 1.5 above.
- 2.8.3 The cost of training and other expenses relating to the training, if any, will be borne by the successful bidder and KSCCL will not bear the training cost in any manner.
- 2.8.4 After the completion of the training the concerned Principal of the training centre will issue the certificate to the bidder whether the training is satisfactory (by taking the feedback from the trainees) and conducted as per the schedule.
- 2.8.5 **REFRESHER TRAINING:** The successful bidder will also provide two day refresher training of teachers on quarterly basis for the period of contract. Date, Time and venue of training will be finalized by the KMC School Coordinator/Principals.

3 MANPOWER REQUIREMENT :

- 3.3 The Bidder has to provide 1 studio engineer and one assistant at the centralized studio.
- 3.4 One support Engineer at each high school as mentioned in the above part.

4 COMPREHENSIVE WARRANTY& AMC

- 4.3 The period of onsite comprehensive warranty will be two years, and will start from the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract (**Section – VII**).
- 4.4 During the warranty period of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and

or otherwise and shall remedy such defects at his/her own cost when called upon to do so by the bidder.

4.5 If it becomes necessary for the bidder to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of sixty months, whichever may be later. If any defect is not remedied within 24 hours, then the penalty will be laid as per penalty clause. The Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

4.6 The Supplier free of all charges at site including freight, insurance and other incidental charges shall make replacement under warranty clause.

4.7 Under the comprehensive warranty, the bidder has to manage and maintain in working condition the complete Smart Classrooms covering hardware, software, Educational Digital Content and necessary infrastructure like UPS, Cabinet, server, networking etc. for the entire contract period.

5 MONITORING SYSTEM

5.3 A **Project Monitoring Unit (PMU)** will be setup in the KSCCL for monitoring of the Project to make it successful and sustainable and to ensure that the teachers and the students use the Smart Classes regularly in a meaningful way.

5.4 School Coordinator, KMC shall act as the nodal officer of the PMU for the project for the purpose of overall monitoring of the project.

5.5 Concerned school Principal or his nominee will act as Assistant Nodal Officer (ANO) to ensure that the smart classes are used regularly in a meaningful way by the teachers and the students of the school concerned, the proper stock entry has been completed in all respects, check the functional status of all hardware and allied accessories during the contract period, ensure that the complaints regarding the defects has been logged in the complaint register and penalty has been imposed.

6 ROLES AND RESPONSIBILITIES OF ALL THE STAKEHOLDERS:

6.3 The duties and responsibilities of successful bidder & representative of designated school.

SN	DUTIES & RESPONSIBILITY	STAKEHOLDERS
1.	Selection of Classrooms in the School	Head of School (HoS) of the Concerned School
2.	Modification to be done in the classroom for successful installation of hardware equipment in the Smart Classrooms	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
3.	Installation of the Smart Classroom System	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
4.	Training of all concerned Teachers for effective use of Smart Classroom System	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
5.	Uploading and Updating of learning content and other features	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
6.	Maintenance	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
7.	All the expenditure of any change / replacement Expenses/Cartage of supplied equipment	Successful bidder
8.	The safety of the equipment & maintaining of stock register	Head of School (HoS) of the Concerned School
9.	Manpower for studio operations	Bidder's has to arrange
10.	Smart Classrooms should be switched on at least once in a week for about 3 hours so that the batteries may not get discharged.	Head of School (HoS) of the Concerned School

11.	The usage of these Smart Class rooms must be mentioned in Time table. He will ensure the usage of these smart class rooms.	Head of School (HoS) of the Concerned School
12	Dedicated internet Connectivity at schools and studio	KMC will assist in getting the required Bandwidth from APSFL initially and later will have to be connected to KFCCL's own fibre once laying completed.
13	Digital content for classroom	KMC will provide the content as prescribed by State Govt. Further the bidder can also specify content from his end as per the syllabi of State Govt with provision of having online exam facility for each of the course.. KMC will take a final decision whether to consider the content quote or not while evaluating.
14.	Necessary infrastructure with power and space for setting up the studio and classrooms	KMC will provide along with head of school(Hos) of the concerned school

Section VI – General Conditions of Contract

1. Definitions

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

- 1.1 “Agreement”** shall mean this agreement executed between KSCCL and the SUCCESSFUL BIDDER and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums and alterations hereof.
- 1.2 “Authority/ Official Authority/ Authorized Official”** shall mean an official authorized / appointed by the Kakinada Smart City Corporation Limited during the implementation of the Work.
- 1.3 “Authorized Representative / Authorized signatory”** shall mean any person duly and formally authorized by the bidder.
- 1.4 “Bidder”** means Single Bidder or JV Partners which are a corporate firm/organization/company incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
- 1.5 “Contract”** is used synonymously with Agreement. A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
- 1.6 “Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the process of Contract execution.
- 1.7 “COD”** means commercial operations date.
- 1.8 “Digital Classroom”** means supply, uploading and maintenance of Educational Digital contents of classes I to X as per the syllabus mentioned in Annexure II (C) and future upgradation, supply, installation, commissioning & functioning of Hardware, including maintenance, networking, training to teachers, providing learning analytics through MIS, providing IT Assistants cum Resource Persons, supply,

- 1.9 “Educational Digital Content”** means Multimedia content based on images, Audio, Video, having interactivity and other types of digital content incorporating the software to run digital educational content as per the syllabus adopted.
- 1.10 "Fraudulent Practice"** means a misrepresentation of facts in order to influence bidding process or the execution of a Contract and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive KSCCL of the benefits of free and open competition.
- 1.11 "Implementation Period"** shall mean the period from the date of signing of the Agreement.
- 1.12 “KSCCL”** shall mean Kakinada Smart City Corporation Limited
- 1.13 "Law"** shall mean any Act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or KSCCL
- 1.14 "LOA"** means issuing of Letter of work Award, which shall constitute the intention of the Bidder to place the work order with the successful bidder.
- 1.15 “Last three financial years”** means 2013-14, 2014-15 and 2015-16.
- 1.16 “OEM” means Original equipment manufacturer (OEM)** (A company that makes a part or subsystem that is used in another company's end product.)
- 1.17 "Party"** means the KSCCL or Bidder, individually and "Parties" mean KSCCL and the bidder collectively.
- 1.18 “Similar Work”** means installation, commissioning & functioning of VC / DC Hardware, including maintenance, networking, training to teachers, Setting up of Studio and maintenance of Studio, Setting up of Network Lab at High Schools and providing learning analytics through MIS.

- 1.19 "Service"** means provision of Contracted service viz., supply, installation, operation, maintenance and associated services for Smart Classrooms in KMC Schools.
- 1.20 "Sites"** shall mean school premises of KMC Schools, as mentioned in **Annexure-I** of the tender document, for which the contract has been issued and where the services shall be provided as per the agreement.
- 1.21 "Bidder"** means the KSCCL who is issuing this tender.
- 1.22 "Work"** – means "Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms, Computer Lab in all Municipal schools and the schools in ABD area and Pan City and also setting up of a Studio in CCC in Kakinada city including Operation and Maintenance up to a period of 5 years.
- 1.23 "Virtual Classroom"** means supply, uploading and maintenance of all equipment and future up-gradation, supply, installation, commissioning & functioning of Hardware, including maintenance, networking, and onsite comprehensive warranty for two years followed by AMC for a period of three years.
- 1.24 MoUD** Ministry of Urban Development.
- 1.25 KMC** Kakinada Municipal Corporation.
- 1.26 KSCCL** Kakinada Smart City Corporation Limited.
- 1.27 CCC** Command and Control Center.
- 1.28 VC / DC:** Virtual Classroom and Digital Classroom.
- 1.29 ICT** Information and Communication Technology.
- 1.30 ABD** Area based Development.
- 1.31 TO** Turnover
- 1.32 BG** Bank Guarantee
- 1.33 ToT** Training to Teachers

1.34 HoS Head of Schools

2. Contract Document

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

3. INTERPRETATION

3.1 Governing Language

The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidders and the KSCCL shall be written in English Language only.

3.2 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by the Incoterms

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.5 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.

4. NOTICES/ Communication

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

5. GOVERNING LAW

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

6. THE BIDDER SHALL BEAR ALL THE COSTS

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

7. PROFESSIONAL EXCELLENCE AND ETHICS

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

8. CURRENCY OF FINANCIAL PROPOSAL

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

9. CONTRACT AGREEMENT

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

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

9.2 The successful Bidder shall have to submit Letter of Acceptance within 07 working days, from the date of issuance of Letter of Award. The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to 5% of cost quoted by the bidder.

Thereafter, the Letter of Work award will be issued and the date of commencement shall be reckoned from date of handing over of Letter of Work award.

- 9.3 The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- 9.4 The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the KSCCL and forfeiture of security deposit with KSCCL.
- 9.5 In case, the successful bidder fails to respond to the Letter of Award as well as fails to complete all the formalities for getting the project of Smart Classrooms in KMC Schools within 07 working days of the issue of Letter of Work, the offer may be withdrawn and in such case the earnest money shall stand forfeited. Next L2 bidder will be considered towards the award of the contract at L1 price if he desires.

10. SUCCESSOR BODY

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

11. LIABILITY OF TAXES :

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

12. PRE-INTEGRITY PACT

Pre-Contract Integrity Pact is to be executed by KSCCL& the bidder as per the draft Pact at **ANNEXURE-IV** in terms of CVC guidelines.

**13. IMPORTANT INSTRUCTIONS ON SECURITY DEPOSIT/
PERFORMANCE GUARANTEE**

- 14.1** The successful bidder shall have to deposit Bank Guarantee equivalent to 5% of the tendered value by Demand Draft/ Banker's Cheque of a

Nationalized / Scheduled/ Commercial bank issued in favor of Kakinada Smart City Corporation Limited payable at Kakinada **Or** a Bank Guarantee as Performance Guarantee which will be as per the format provided at **ANNEXURE – VII**. The Bank Guarantee as performance guarantee has to be submitted after completing all the formalities within 15 working days of issue of letter of Award.

- 14.2** The bidder has to submit bank guarantee bond on letter of Award on Non-Judicial stamp paper of ₹ 100/-. This shall be released after successful completion of the term of the Contract Period.
- 14.3** Performance Bank Guarantee shall be valid for 180 days beyond the term of the concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 14.4** The Bank Guarantee will be released to the bidding firm upon issue of Certificate of Satisfaction by KSCCL.
- 14.5** The Bank Guarantee shall be invoked by KSCCL in case of deficiency in services provided by the companies.

15. FINANCIAL BID:

The Bidders need to submit their financial bid in the specified format given in **ANNEXURE-V** to be submitted online at the e-tendering portal i.e. <https://tender.apecurement.gov.in>

- 15.1** An Agreement for Setting up 257 Smart Classrooms in KMC Schools as per the draft at **ANNEXURE-VI** is to be executed by the successful bidder.
- 15.2** The Bank Guarantee format is enclosed as **ANNEXURE-VII**.
- 15.3** All bidders must note that only the EMD is required to be submitted physically with the KSCCL before the due date and time and all other documents have to be scanned and uploaded in the e-tendering portal properly numbered with proper indexing.
- 15.4** The instructions mentioned herein shall be part of the tender agreement to be signed by the successful bidder and to be annexed with the agreement copy.
- 15.5** **BID VALIDITY:** The bid offered shall be valid for a period of 90 Days from opening of the technical bid.

15.6 The Original documents of all the scanned copies uploaded documents shall be shown whenever asked by the department.

16. IMPLEMENTATION SCHEDULE

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

SN	Completion of work up to the satisfaction of KSCCL	Timelines
1	Signing of Contract (T0)	Within 15 days of the issuance of letter of award
2	Establishment of 125 smart classrooms and setting up of Classroom Studio.	45 days from the date of signing of contract (T0+45 days)
3.	Establishment of 200 smart classrooms and 14 computer labs.	75 days from the date of signing of contract (T0+75 days)
4	Establishment of 257 smart classrooms.	120 days from the date of signing of contract (T0+120 days)

T0: Start date is the agreement signing date in the above table.

17. PAYMENT TERMS:

The following are the payment terms for the bid for CAPEX

17.1 50% payment of Hardware cost will be released after successful supply

17.2 10% payment of Hardware cost installation and commissioning of the Hardware required for the Smart Classrooms after deduction applicable TDS/VAT/Education Cess taxes etc.

17.3 20% payment of Hardware will be paid after successful go-live.

17.4 10% will be released after completion of 2 years.

17.5 The Balance 10% will be paid along with final bill.

17.6 The payment for the OPEX - such as consumables, salaries of Studio staff and IT (Resource Persons) etc will be released on quarterly basis.

17.7 Performance Bank Guarantee of equivalent amount valid up to the tenure of the contract i.e. five years.

17.8 On completion of the complete tenure of the project & issue of certificate of satisfaction by KSCCL, the bank guarantee will be released as per the agreement.

17.9 The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, payable on components, raw materials and any other items used for their consumption or dispatched directly to the KSCCL from their Sub-Supplier shall deemed to be included in the contract price and any such taxes, duties and levies additionally payable will be to supplier's account and no separate claim on this behalf will be entertained by the KSCCL.

17.10 The payments shall be made after deducting all penalties imposed on the bidder.

Payment will be released after thorough verification and certification of the Products supplied by the Bidder, through a third party agency / PMC / Client.

18. WORK COMPLETION AND LIQUIDATED DAMAGE:

18.1 If any part of the service in respect of the work assigned and undertaken by the successful bidder for which this contract is being entered into is not rendered or delivered in time, KSCCL shall be entitled to levy and recover Liquidated damages/penalty@0.5% per week or part there of the delay subject to a maximum of 10% of the cost of the work delayed.

18.2 Liquidated damages will be recovered from the running account bills payable to the bidder or Bank Guarantee or from any sum that may become due to the companies out of this contractor any other contract.

19. LIABILITY

19.1 In case of a default on contractor's part or other liability, KSCCL shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which KSCCL is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contractor to claim), the companies shall be liable for not more than payments referred to in the Patents and Copyrights section below:

19.1.1 Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and

19.1.2 As to any other actual damage arising in any situation involving non-performance by contract or pursuant to or in any way related to the

subject of this Agreement, the charge paid by KSCCL for the individual product or service that is the subject of the claim.

- 19.1.3** The successful bidder will be liable for licensing fee of operating system like Windows, Annotation Software, Antivirus and other software required for functioning of the Smart classrooms.

20. *DISPUTES AND ARBITRATION*

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitrator, as appointed by the Special Officer, KMC under whose jurisdiction KSCCL falls. The award of the arbitrator shall be final and binding on both the parties. All disputes and arbitrations are subject to the jurisdiction of Kakinada City.

21. *FALSE INFORMATION*

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

22. *FORCE MAJEURE*

- 22.1** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:

22.1.1 Any war or hostility

22.1.2 Acts of public enemy, civil commotion, sabotage, explosions

22.1.3 Effects of flood, epidemics, quarantine restrictions, freight embargoes general strikes, bandhs

22.1.4 Acts of God

22.2 Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such nonperformance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7(Seven) days from the date of occurrence of the EVENT.

22.3 Unless otherwise directed by the KSCCL in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.

22.4 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

22.5 If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, KSCCL may at its option, terminate this contract.

22.6 In Case of termination of contract due to force majeure event, KSCCL would not pay any amount to the bidder.

23. *PENALTY for Non Performance.*

23.1 Penalty for non-commencement of installation in time:

In the event of the successful bidder not starting the job of preparing the Smart classrooms & installing the Hardware of Smart classrooms within 3 weeks of time after signing the agreement, the Earnest money/Security deposit, deposited by the companies shall be forfeited. (As per the implementation Schedule)

23.2 Penalty for delay in execution of work

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

23.3 Penalty for failure of equipment(s):

23.3.1 No computer system (CPU, monitor, keyboard, mouse, speakers, UPS) or long throw Projector or Interactive White Board or Integrated Computer Projector, security cameras and components of security camera system installed in the smart classrooms and elsewhere shall be down for more than 24 hours continuously from the date of the lodging of complaint (even if computer system/ Projector/Interactive board is down during part of a calendar day, it will be counted as one calendar day). For downtime beyond 24 hours, the penalties will be imposed as under:

No. of working Day in which system is not working	Penalty Amount for per class per day
01-02	Rs. 500/-
02-05	Rs. 1000/-
06-15	Rs. 1500/-

23.3.2 The following penalty will be imposed for the non- working of the networking, if the problem is not rectified within 24 hours from the lodging of the complaint. The penalty will be counted from day one and will be calculated as under:-

No. of working Day in which system is not working	Penalty Amount for per School per day
01-02	Rs. 500/-
02-05	Rs. 1000/-
06-15	Rs. 1500/-

23.3.3 The following penalty will be imposed for the non-working of the Server, if the problem is not rectified within 24 hours from the lodging of the complaint. The penalty will be counted from day one and will be calculated as under:-

No. of working Day in which system is not working	Penalty Amount for per School per day
01-02	Rs. 500/-
02-05	Rs. 1000/-
06-15	Rs. 1500/-

23.3.4 The following penalty will be imposed if multimedia educational content remains non-functional for more than 24 hours from the lodging of the complaint. The penalty will be counted from day one and will be calculated as under:-

No. of working Day in which system is not working	Penalty Amount for per Class per day
01-02	Rs. 1000/-
02-05	Rs. 1500/-
06-15	Rs. 2000/-

23.3.5 The Penalty on multimedia educational content will be applicable only when Projector/system/Interactive White Board is operational and multimedia educational content is non-functional.

23.3.6 Even after 15 days, if the rectification does not take place and the problem still persists, the Principal of the concerned School, Resource person along-with Engineer of the service provider will check & verify the faulty component/ equipment/hardware and the successful bidder is liable to replace the component/ equipment/hardware of same or higher specifications & same brand, which should be compatible with the existing hardware/software. For the purpose a show cause notice will be

issued to rectify the system in next 7 days otherwise the contract will be terminated and **the security amount will be forfeited**. During the period of show cause notice penalty @ Rs.5000 per day per class shall be imposed.

- 23.3.7** In case of loss or damage to the products & non-replacement of the same, the **security money will be deposited** by the companies will be forfeited.
- 23.3.8** Penalty @ Rs 1000/- Per day will be imposed if IT Assistant cum Resource Person remains absent without written intimation.
- 23.3.9** If the bidder fails to conduct the training program of teachers as per the schedule, Penalty @ Rs 1000/-per day training per school will be imposed till the bidder conducts the training of teachers.
- 23.3.10** If the bidder fails to complete other liabilities covered under the scope of work in a school with in a stipulated period as mentioned in implementation schedule, the penalties will be imposed as under:-

No. of working Day	Penalty Amount for per Class per day
01-03	Rs. 1000/-
05-10	Rs. 1500/-
10-15	Rs. 2000/-

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

24. TERMINATION CLAUSE

24.1 TERMINATION OF CONTRACT FOR DEFAULT

KSCCL without prejudice to any other remedy available for breach of contract, may terminate the contract in whole by a 15 (fifteen) days' notice in writing to the company in the event of any one or all of the following:

- 24.1.1** If the installation and commissioning is not completed within the implementation schedule given in the NIT, the contract may be terminated in part or whole at the risk and cost of the company.
- 24.1.2** If the firm fails to provide any one or all services as per this Contract, and fails to set right the disruption in service within the 30(thirty) days' notice period.
- 24.1.3** If the firm has engaged in corrupt or fraudulent practices in executing the Contract.

24.2 In the event of termination of the contract in part or in whole for default of the firm, KSCCL is entitled to forfeit the proportionate amount from the **security deposits of the firm.**

24.3 In case of termination of contract, entire infrastructure like instruction material, software, hardware, furniture and site installations etc. will become the property of the KSCCL. No compensation/payment of any kind shall be made to the bidder. Also the Performance Bank Guarantee submitted by the bidder will be invoked by the KSCCL.

25. TERMINATION FOR INSOLVENCY: If the bidder becomes bankrupt or is otherwise declared insolvent, then KSCCL may at any time terminate the contract by giving written notice of 30 (thirty) days to the bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the KSCCL and vice versa.

25.1 In case of the termination of the contract, no compensation shall be due to the bidder and the entire infrastructure like instruction material, software, hardware, furniture, books and site installations etc. would become the property of KSCCL.

Section VII – Special Conditions of Contract

1. CONTRACT AGREEMENT

- 1.1 The successful bidder shall not change the legal entity of the company during the contract period without the permission of KSCCL. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, KSCCL reserves the right to cancel the agreement and the entire infrastructure installed in the School will become the property of the KSCCL and no payment due of any kind will be made to the bidder.
- 1.2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KSCCL. The KSCCL may cancel this tender or contract at any time prior to a formal written contract being executed by or on behalf of KSCCL.
- 1.3 Neither party can assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
- 1.4 Non compliance with all the requirements by the successful bidder shall constitute sufficient grounds for the annulment of the bid award, in which event the KSCCL may make the award to the next lowest evaluated bidder or call for new bids.
- If L1 bidder refuses to accept the Letter of Award within 07 days from the date of issue of LOA from KSCCL, the offer will be treated as withdrawn and the bidder's EMD will be forfeited, besides, debarring and blacklisting the bidder for at least three years, for further dealings with KMC/KSCCL. If the L1 bidder does not commence the project as per the time lines the KSCCL will have right to invite the L2 at L1 prices for implementation of the project.
 - In case L1 bidder fails to deliver the project within delivery period or further in any specified period due to applicability of force majeure condition specified in Section V, the work order/contract with L1 bidder will be terminated and no payment for any leftover/partial work will be paid by KSCCL. In such case, KSCCL may ask L2 bidder to execute the remaining work by matching the price of L1 bidder. An undertaking by prospective bidders must be submitted in this regard in their technical bid and so on.

2. SURVAILLENCE AND QUALITY CONTROL

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

3. PROJECT PROGRESS REPORTING

- 3.1 The IT Assistant cum Resource Person shall submit monthly report to the Head Master every quarter regarding usage of smart classrooms by the particular teacher and to the Managing Director /CEO, KSCCL.

4. Safe Keeping and Maintenance of Equipment.

- 4.1 Safety, security, maintenance & insurance of the equipment and infrastructure including cabinet installed at the school shall be responsibility of successful bidder during the implementation of the project. Thereafter, it will be the responsibility of the concerned HoS.

- 4.2 The Bidder shall bear all the cost and expenses associated with onsite warranty support to 28 KMC Schools under KMC.
- 4.3 No equipment shall be removed from the school premises by the successful bidder without the concurrence of the school Principal/Head in writing including for purposes of replacement of spares, etc.
- 4.4 All equipment once installed in smart classrooms will not be taken away by the bidder in any case. KSCCL has ownership rights on the entire infrastructure supplied and installed in the Classroom and Server which is placed in Computer Lab of the School.

5. RISK DISTRIBUTION

- 5.1 The successful bidder shall obtain Third-Party Liability Insurance for sum of Rs50 lakhs. The Insurance shall cover shall be for the entire duration of contract.
- 5.2 The successful bidder shall obtain Worker's Compensation Insurance in accordance with the statutory requirements. The Insurance shall cover the entire duration of the contract period. A copy of the Insurance certificate is to be submitted to KSCCL.
- 5.3 The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements for the entire duration of the contract.
- 5.4 Any claim for remission on the basis of loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be summarily rejected by the KSCCL without any kind of response to the successful bidder & the successful bidder shall not be entitled to make any claim / remission on that account.

6. PROJECT COMPLETION

- 6.1 The bidder should give complete details of digital contents delivered in schools, which should be duly supported by documentary evidence from the heads of concerned schools as per Performa given in Technical Bid.
7. The bidder shall impart digital content in English and Telugu both as the medium of the instruction as prescribed for the school concerned.

8. The IT Assistant cum Resource Person provided by the successful bidder shall work under the overall control & supervision of the KSCCL. The number of IT Assistant cum Resource Person may vary as per the requirement.
9. The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the KSCCL responsible for misunderstanding the scope of work. Bidders are free to visit the said school sites to understand the technicalities for implementation of above project.
10. The bidders have to accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. KSCCL however, reserves the right to reject any or all of the offers. The successful Bidder will provide onsite comprehensive warranty and support to 28KMC schools, under KMC within 24 hours of placing of complaint of fault in the installed equipment / software provided by the bidder. Comprehensive warranty will also include cost of consumables like wires, batteries of UPS, Lamp of the Projector and any part of computer and server etc.
11. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the students and Schools staff on account of negligence on the part of employees of the successful bidder during the installation and maintenance of the Smart Classrooms. (The employees of the bidder should be of the high integrity and moral value).
12. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis on all working days during working hours. No separate charges for delivery of goods would be paid by the office.
13. The successful bidder shall not cause any damage to the KMC property i.e. KMC school either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused to the school wall/boundary/gate/ advertisements etc. as a result of negligence during the establishment of Smart Classrooms. The decision of KSCCL will be final and binding upon the successful bidder with regard to liability and quantum of damages to be paid by him.
14. The bidder should have substantial presence in Kakinada. In case bidder has no presence in Kakinada, bidder shall furnish an undertaking that an office shall be opened in Kakinada, with comprehensive support services including sufficient personnel within a month of selection as Successful Bidder.



15. The Successful bidder shall not cause any interference/hindrance to any activity of any government authority at the School Site in regards to the laying of pipe/conduit/cable etc. and it shall be the responsibility of the Successful bidder to pursue the matter regarding its repair with the concerned authority so that no inconvenience is caused to the Public.

16. The successful bidder has to confirm to the supply, installation, commissioning of the hardware including, software, educational digital content, training to teachers, and comprehensive onsite warranty and further technical specification given in the **Annexure II(A), II(B), II(C)** and other terms & conditions mentioned in the tender document.

ANNEXURE-I- List of Schools for Establishing Smart Classrooms

1. List of High Schools and Upper Primary Schools

S.No	Name of School	Strength	No. of Sections /Smart Class rooms	Existing Rooms			Total	Additional class rooms required
				Pucca rooms	Asbestos roof	Tiled roof		
1	Mahatma Gandhi MCHS, Gandhinagar	889	18	13	6	-	19	-
2	Smt PSMCGHS, Salipeta	814	18	7	13	-	20	11
3	Rahiv Gandhi MCHS., Near Mpl Corp Office	745	15	11	-	-	11	6
4	MCGHS, Brinagar	60	5	7	-	-	7	-
5	Dr.B.R. Ambedkar, MCHS, Recharlapeta	154	10	10	-	-	10	1
6	MCBHS., Paradesammamapeta	628	15	15	-	-	15	-
7	Batchu Ramam MCGHS, Church	1145	28	28	-	-	28	-
8	SRKMCHS., Tilak Street	370	10	7	-	-	7	4
9	MCHS., Briramnagar	134	5	6	2	-	8	2
10	MCHS., Ramanayyapeta	301	10					
11	MCHS., Endowment Colony	98	5	6	-	-	6	-
12	GMCBala Yogi MCHS., Annamma Tank	363	11	11	-	-	11	-
13	Mother Theresa MCHS, Godarigunta	549	14	12	-	-	12	5
14	Dr.SRKMCHS, Yallavarigaruvu	706	17	14	-	-	14	5
15	Mpl Corp Upper Primary School, R.P.Lines	73	7					
	Total		188	147	21		168	34

2. List of Primary Schools (Area Based Development)

SN	Name of the School	Strength	No. of Sections/Smart Class rooms		Existing Rooms			Total	Additional class rooms required
					Pucca rooms	Asbestos roof	Tiled roof		
1	Sri Rama SMCPs, Kothapet market	48	5	3	-	-	3	2	Three rooms good condition
2	Md.Girls MCPS, Kothuru	28	5		-	2	2	5	Tiled roof. Dilapeted condition
3	MCPS, Ramakrishna Rao peta	156	7	7	-	-	7	6	
4	(i)MCPS, Rama Rao peta	92	5		2	2	4	5	Running combindely. Old rooms. New rooms to be constructed
	(ii) SMCPs, Cheedilapora	1							
5	LMK MCPS, Prathapnagar	205	7	4	3		7	-	
6	(i)MCPS, Pagoda street	31	5	6	-	-	6	-	Running combindely
	(ii)MCPS, Kacheripeta	15							
7	(i)B.P.Spl MCPS, Market tank	16	5	5	-	-	5	-	Three schools are running combindely
	(ii)Md.Girls MCPS, Market tank	2							
	(iii)MAKA MCPS, Market tank	14							

8	Sarada Spl MCPS, Tilak street	96	5	4	-	-	4	1	
9	K.V.Rao MCPS, Tilak street	274	5	4	-	-	4	-	3 New rooms sanctioned under SSA. Work to be started
10	S.R.Peta Boys MCPS	21	5	2	-	-	2	3	
11	Hindu Spl MCPS, Salipeta	66	5	2	-	-	2	3	
12	Sri Satyanarayana Spl MCPS, Ganchinagar	17	5		-	2	2	5	
13	(i)MCPS, Bank peta	8	5	2	-	-	2	3	Running combined
	(ii)Sri Venkateswara Spl MCPS, Ragampeta	37							
	Total		69						

ANNEXURE-II(A)- Technical Specifications of IT Infrastructure

Studio Setup

Sl.no	BOM for Studio Description	Quantity
1	Digital Video Camera	1
2	Camera Tripod	1
3	Audio mixer	1
4	Microphone: Cordless Lavalier	2
5	Multi-touch Interactive Panel with 14" laptop	1
6	32" LED TV for Studio with Floor Mount	1
7	32" LED TV for Studio Wall Mount	1
8	Transmission Server	1
9	LED Studio Lights with ceiling Grid and mounting clams/hooks	2
10	Furniture	1
11	Earthing + Cabling & Installation + Integration + Testing + Training	1
12	Accessories for integration	1
13	Acoustic, Fabric Above Acoustics with Air Condition	1
14	UPS (3 KVA)	1

1.	DESKTOP COMPUTERS FOR Computer Lab
CPU:	The System with Intel Core i-5, 3.2 GHz, 6MB Cache
Chipset:	Intel Q8 Series
Memory:	4GB 1600 MHz DDR4 RAM(Expandable up to 32GB)
Hard Drive:	500 GB 7200 rpm or higher
Ports:	6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.
Cabinet:	Mini Tower
DVD ROM Drive:	8x or better DVD RW Drive
Network Port:	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software
Operating System:	Windows 10 and above
Graphic Card :	SMART Integrated Intel extreme graphics on M/B/ on board graphics
Monitor	18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC.
Keyboard	104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC
Mouse	Optical Mouse with USB interface and of brand as that of PC.
Anti- Virus	Latest Anti-virus Software Preferred Brands : Quick Heal, Total Security, Kaspersky, McAfee, License for the period of three years
Warranty	Comprehensive warranty for 3 years
Make of PC	Dell/HP /Lenovo/HCL or equivalent

UPS	10 KVA Capacity
ITEM	REQUIRED SPECIFICATIONS
Capacity	10 KVA with 30 backup
Technology	Full Digital Signal Processing Using the latest DSP Technology, Dual Micro Processor based Systems. True online UPS with double conversion technology based
Rectifier	
IGBT	Should be IGBT Rectifier
Rectifier Short-Circuit Protected	Available at Output
Inverter	
IGBT	Should be IGBT Inverter
Inverter Short-Circuit Protected	Available at Output
Input Parameters	
Voltage	415V, 3-phase, 4 wire
Voltage Variation	+25%, -30%.
Frequency	50 Hz
Frequency Variation	+/- 10%
Power Factor at rated load	1.0 (Unity)
Current Harmonic Distortion	Less than 5%
Operation with Reverse Phase Sequence	Should be available
Output Parameters	
Voltage	220/230/240 Vac 1 phase
Frequency	50 Hz
Overload rating	110% for 60 min., 125% for 10 min., 150% for 1 min.
Voltage regulation	+/- 1%
Transient response for 100% load change	+/-10%
Recovery Time	10 Millisecond
Freq. stability unsynchronized	+/-0.1%
Slew Rate	0.2 / 0.4 hz/sec.
Crest Factor	3:1 max.
Voltage Distortion	<3% at Non linear load, <2% linear load

Transfer Time- Synchronized	0 Millisecond
Transfer time-unsynchronisation	20 Millisecond
Power Factor	0.8 PF
Parallel Operation for Redundancy	Should be compatible with 3+1 configuration as built-in configuration.
Battery Parameters:	
Type	Sealed Maintenance Free Batteries
Makes	Rocket / Amaraja / Exide/Leoch
Minimum VAH required	13104
Battery Rack & Connectors	To be provided
Charger	Built-in solid state float-cum-boost charger with automatic boost
Environmental Parameters:	
Operating Temperature	0 to 45 deg. Centigrade
Storage Temperature	0 to 70 deg. Centigrade
BYPASS	
Bypass Supply Voltage	220 / 230 /240V AC
Static Switch	By Directional Static Bypass Built-in
Maintenance Bypass	Make before break manual bypass should be Builtin
Other Features:	
Display	LED & LCD Display and mimic panel for Real Time Information, LCD display for status/fault information, 199 Events Storage.
SNMP, MODBUS, COMMUNICATION	Option should available
Cold Start	Available
H Class Isolation Transformer required	Should be inbuilt at output of the UPS and critical load
Compatibility	Should be Generator Compatible
Credential	ISO 9001 and 14001 Certified
Warranty	2 year on UPS and 2 Years on Batteries

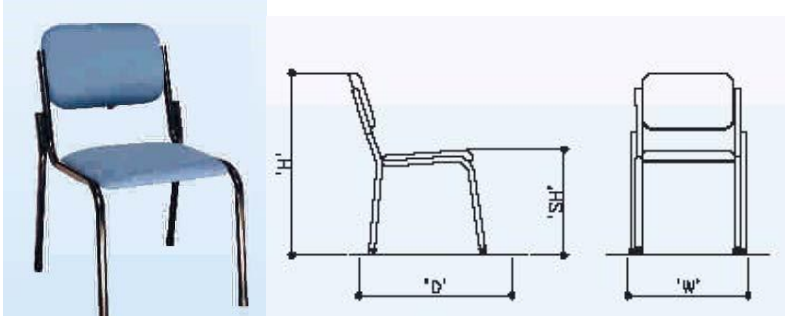
2.	NETWORKING SPECIFICATION	
LAN Equipment	24 Port Smart Switch with loop back detection, 24 x 1 CAT6 Patch Panel, RJ-45 connector, I/O box, Necessary electrical items and cables to connect and access device/terminal to desktop computer as per requirement.	
Make of 24 Port Smart Switch	D-Link/DAX/Cisco/HP/HCL	
3.	INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With Mounting Kit)	
Active Size	Minimum 77/78" diagonal or above	
Technology	Infrared or latest technology*	
Board surface	Scratch resistant, Solid surface ; maintenance free, Compatible with ink marker, any object touch and Multi touch.	
Aspect Ratio	4:3 or 16:9 or 16:10	
Writing Tools	Pen/ stylus/ finger	
Active Area	Minimum active diagonal length of 2000 mm	
Resolution	8000*8000	
Operating system compatibility	Compatible with Windows 10 or Equivalent operating system and compatibility with Linux Operating System and Android.*	
Computer Interface	Standard one USB	
Power	Through USB Port*	
Annotation software	Annotation software shall include features like draw, pens, annotate, erase, color, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc.*	
Warranty	Comprehensive onsite warranty for 2 years followed by 3 years of AMC.	

4.	<u>PROJECTOR SYSTEM- SHORT THROW</u>	
Projection System	DLP Short Throw	
Native Resolution	800 x 600	
Brightness	3000 AL or higher	
Contrast Ratio	18000:1	
Aspect Ratio	4:3native	
Lamp Life(Normal/Economic Mode)	3500/5000 Hrs.	
Remote Control	Full Function remote control unit for projector (To be supplied along with the projector)	
Projection Distance	0.5-2.5 m	
I/O	Minimum VGA input, Audio Input ,	
Warranty	Comprehensive onsite warranty for Two years and an Additional 3 years AMC.	
Make of Projector	Dell/ BenQ/Canon/Epson/Casio/optoma or equivalent	
5.	<u>PROVISION OF GREEN BOARD</u>	
Size and compatibility with White Interactive Board	With white interactive board, the concessionaire shall also supply 5x4 feet Green Board as a traditional teaching aid. The viewing angle shall be such that students sitting in all corners of the classroom can see what is being written.	

6	Web cam for Virtual Classroom	<p>Connection Type : Corded USB USB type : Hispeed USB 2.0 Microphone : Built-in Supression Focus Type : Fixed Type FOV : 60 Degrees. Focal Length - 4 mm Optical Resolution : 1280 x 960 1.2MP Image Capture (4:3 SD) : 320x240, 640x480 1.2 MP, 3.0 MP Image Capture (16:9 W) : 360p, 480p, 720p Video capture (4:3 SD) : 320x240, 640x480, 800x600 Video Capture (16:9 SD) : 360p, 480p, 720p, Frame Rate : 30fps @ 640x480 Indicator Lights (LED) : Activity/Power Cable Length : 2 mtrs.</p> <p>Over all Warranty For entire equipment for 2 years (Warranty that including AMC) and additional 3 years of AMC</p>
7	Microphone with head phone	<ul style="list-style-type: none"> • Speaker : 27mm Dynamic Tape • Impedence : 32ohms • Max. Input Power : 100mw • Microphone : Condenser Type, Connector : 3.5mm Stereo Plugx2 • Polar Pattern : Omni - Directional, Frequency : 50Hz - 15,000Hz
8	Cable and accessories	<p>AN approximate cable laying required to connect the UPS for all the Interactive board into a Centralised location. All cable length required to drive this distance. Which is approximately around 500 Mtrs in each school. Necessary graphics card for dual display at virtual/digital classroom, all the accessories required</p>
9	Virtual Classroom Software -	<p>Reverse interactivity - Interactive application that shall supports Audio, Video, Screen, Written query, Images for interactions.</p> <p>Students shall able to participate from a classroom using Video conferencing or the Web camera connected to</p>

		<p>Laptop or Desktop</p> <p>The Utility should provide them with a complete learning environment where they can view the instructor and course material, as well as interact with the instructor by their voice or video or written query.</p> <p>Automatically gets downloaded in the particular classroom using the application software</p>
10	Clickers and Clicker Receiver	<p>Clicker receiver</p> <p>2.4GHz digital RF technology, 4 radios channels</p> <p>Port: REC-A: USB port or 232 port REC-C: USB port</p> <p>Operating Temperature: 0-40 degree</p> <p>Receiving angle: 360 degree Receiving distance: > 25 meters</p> <p>Support at least 200 student keypads</p> <p>Clicker</p> <p>ABCDEF button, single correct choice and hand-raise question</p> <p>LED status: green and red</p> <p>ID Address Programmable</p> <p>Transmission distance: > 50 meters</p> <p>Transmission angle: 360 degree</p> <p>Application for data collection and evaluation</p> <p>Clicker storage rack</p>

Computer and Table for Students at Computer lab Specifications

11		<p>Seating arrangement for Students :</p> <ul style="list-style-type: none"> ③ Chair with high density form/padded seat & backrest, ③ without arm rest ③ Seat height(SH): 46 Cm, Chair height(H):82 Cm, Depth(D):60 cm, Width(W): 51 cm ③ All steel components should be pretreated with spray phosphating, powder coated and oven baked to provide scratch resistant, long lasting finish ③ Scratch hardness should comply to BS standards and paint adhesion as per DIN standards ③ Brand: Godrej or other reputed make. ③ Appropriate and matching color fabric <div data-bbox="613 997 1393 1312" style="text-align: center;">  </div> <p>Chairs for Instructor/Lab Technician :</p> <ul style="list-style-type: none"> ③ Chair with high density form/padded seat & backrest, backrest angle adjustment, 360-degree swivel, arm rest of Godrej or other reputed make. ③ Appropriate and matching color fabric ③ Revolving on superior quality nylon wheels ③ Pneumatic height adjustment
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12	<p>Furniture and Fixtures</p>	<p>Student Computer Table:</p> <ul style="list-style-type: none"> ③ Fixed Computer table Assembly ③ Dimensions: 365 cm X 60 cm X 75 cm ③ 18 mm pre-laminated particle board conforming to IS :12823 ③ Sprit polished, frame painted. ③ Teak wood beading/ tape, PVC beading/tape ③ No sharp corners on exposed surfaces, smooth edges are essential ③ legs-frame made of 1.5 inch square pipe, 16 gauge ③ Table rests on fine quality bushes ③ Full length footrest of width 30 cm (would also be used for placing CPUs) ③ 2 inch diameter hole for each of the desktop to be placed on computer table assembly for drawing cables ③ Good quality telescopic slider along with full width keyboard with 30 cm projected depth panel. Keyboard free space is 10 cm. ③ The table must have a dive/depth panel of 170 cm X 20 cm of 18mm pre-laminated particle board at the rear side. The panel should be attached using steel screws applied with adhesive for rigidity. The panel would be used for electrical fittings required for the computers
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ANNEXURE-II (B) – Studio Setup

Supply & installation of studio setup

SL. No	Items with Minimum Specifications
1	<p>Digital Video Camera</p> <p>Image System- 3-chip 1/2-inch type Full HD CMOS Effective Pixel-1920 x 1080 HD Resolution or above Lens system- 10x to 14x HD lens package Focus- Auto and Manual White Balance- Auto and Manual Input / Output- SD/HD selectable SDI Output (BNC connector) In built- 3.5” LCD Monitor and Built-in Viewfinder Recording Media- SD Card or HD card Recording Format- Standard based nonproprietary format enabled to be edited.</p>
2	<p>Camera Tripod</p> <p>Tripod suitable for the above camera</p>
3	<p>Audio mixer</p> <ul style="list-style-type: none"> • 8 input, 2 Bus mixer with 4 Mic Pre Amps. • 3 Band EQs. • Stereo FX processor with preset like reverb, chorus, flanger, delay, pitches shifter etc. • FX send control
4	<p>Microphone: Cordless Lavalier</p> <ul style="list-style-type: none"> • Cordless microphone with light and compact body pack transmitter. • Minimum 3 hours of battery life. • Automatic setup function for quick and easy operation • Transmitter battery status monitoring

	<ul style="list-style-type: none"> • Antenna connector – 2 BNC, 50 Ohm • RF O/P power – 10 MW • Sound Pressure Level – 142 db • Switching bandwidth – 24 MHz • Signal to noise ratio -> 103 db
5	<p>Multi-touch Interactive Panel with 14" laptop</p> <ul style="list-style-type: none"> • 13.3" display with Styles. • Resolution support up to 1080P • Battery free cordless pressure sensitive styles • Minimum pressure level 2048 • HDMI or VGA Input • USB input for pen function <p>Laptop Specification</p> <ul style="list-style-type: none"> • Intel® Core™ i7, • Minimum 8GB RAM, • Minimum 1 TB HDD, • Display Minimum 14.0" HD Anti-Glare, • 1 USB 3.0/ 2 USB 2.0/ HDMI, VGA, • Windows 10 pro 64 bit • Energy Star 5.0 • Inbuilt graphics of 1 GB or higher
6	<p>32" LED TV with Floor Mount</p> <ul style="list-style-type: none"> • Full HD 1920x1080 resolution • Input: HDMI, Component, Composite
7	<p>32" LED TV with Wall Mount</p> <ul style="list-style-type: none"> • Full HD 1920x1080 resolution • Input: HDMI, Component
8	<p>Transmission Server</p> <ul style="list-style-type: none"> • Support 720P, 1080I and 1080P HD video format. • Support HDMI, HD/SD-SDI digital video input. • Support CVBS, and YPbPr analog video input.

	<ul style="list-style-type: none"> • Support PAL, NTSC SD video format. • Support XLR (balance); (unbalance) analog audio input. • IP output • With Necessary Applications. • I/O Card with SDI IN/OUT and Analog Component /composite IN/OUT • Intel Core i7,3.4 GHz • Minimum 8 GB RAM • Minimum Suitable PCI Express Display card with 1 GB RAM • Minimum 250 GB Hard Disk for Windows 10 Professional OS and Minimum 2 TB HDD for Data • Minimum 18” LED Display, Keyboard, Mouse DVD Writer, Cabinet and 600W SMPS
9	<p>LED Studio Lights with ceiling Grid and mounting clams/hooks</p> <ul style="list-style-type: none"> • Color temperature: 5600 K/3200K • Dimmable output from 100% to 10% • Power consumption: Less than 80W. • Ceiling mounts facility • AC Adaptor, Barn door and filters • Operated from nominal 230 V/50 Hz Ac Supply
10	<p>Furniture requires (Technical Table, Studio Room Table Chairs etc.)</p>
11	<ul style="list-style-type: none"> • Earthing + Cabling & Installation + Integration + Testing + Training • Integration of studio equipment. • Installation includes the fixing of the lights, testing & commissioning and functioning of the all the above • Training, Warranty and support
12	<p>Accessories for integration</p> <ul style="list-style-type: none"> • Accessories like required convertors, cables, audio/video connectors, adopters etc.
13	<p>Acoustic, Fabric Above Acoustics with Air Condition (10x15 feet)</p> <ul style="list-style-type: none"> • Acoustic Board false ceiling • Providing & fixing carpet • Providing & fixing of curtain and fixing with accessories

	<ul style="list-style-type: none"> • Provision & fixing of pre-fabricated acoustic panels for the walls inside the studio topped with suitable fabric giving an aesthetic finish • Acoustic doors of size: door size 4 x 7' • Provision & fixing of frame and sound proof casement door with multipoint locking system and both side handle with locking arrangement with vision panel for studio main door and control room door
14	<p>UPS - 3 KVA</p> <ul style="list-style-type: none"> • Features – Single Phase Input, Single Phase Output • High power backup • Wide input voltage range 230V – 20% - 15% • Output voltage 220V • Advanced PFC Technology • Advanced Battery Management • Automatic Battery charging in UPS off mode • Short circuit and overload protection • Interactive LCD touch panel • Type – Online • Backup duration – 1 hour • Battery Type – Sealed Maintenance Free

ANNEXURE- III – Format for Technical Bid, Profile of the Bidder

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



12. Is the firm registered for service tax ? If yes, Submit valid service tax registration certificate.
13. Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.
14. Is your organization has ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.

Amount of **Earnest Money deposited (EMD): ₹ 6,00,000 (Rupees Six Lakh only)** will have to furnished separately in the form of bank guarantee, Nationalized/Scheduled/Commercial bank _____ payable at Kakinada should be enclosed with its No. & Date superscripted on the envelope to be deposited physically in the KMC office.

All other Annexure, self attested copies of the documents (mentioned in section –II clause no-17) to be submitted with the bid as scanned copies and uploaded on e-tendering portal.

Signature of Bidder/Bidder

Date:-_____



ANNEXURE – III (A) – Bid Letter

Date: dd/mm/yyyy

To,

The Managing Director
Kakinada Municipal Corporation
Kakinada

Subject: Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area in Kakinada city including Operation and Maintenance up to 5 years.

Comprehensive warranty for two years followed by three year AMC in 28KMC Schools

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of supply, installation & commissioning of Hardware, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons and onsite comprehensive warranty for three years in 30 KMC Schools, submit the following information/undertaking/declaration for consideration of the KMC.

2. Price and Validity

- 2.1** All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of 90 Days from the last date of submission of bids.
- 2.2** We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

3. Earnest Money

- 3.1** Amount of Earnest Money deposited (EMD): ₹ 6,00,000/- (Rupees Six Lakhs only) in the form of a Bank Guarantee from a Nationalized Bank/ Scheduled commercial bank in favor of **Kakinada Smart City Corporation Limited** payable at Kakinada



should be enclosed with its No. & Date superscripted on the envelope to be deposited physically.

4. Bid Pricing

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

5. Qualifying Data

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

6. DECLARATION

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

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

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the tender document issued by the KMC.

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

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

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

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

I/We hereby confirm to the supply, installation, commissioning of the hardware, software, educational digital content, training to teachers, and comprehensive onsite warranty and



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

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

Place:.....

(Signature)

Seal :

Name:.....

Designation:

Business Address:

.....

.....

ANNEXURE III (B) – Financial Information Summary

(TO BE CERTIFIED BY PRACTICING CHARTERED ACCOUNTANT)

S. No.	Financial Year	Annual Turnover (Rs. Crore)	Multiplying Factor	Amount equivalent as per the year 2017-18
1	Financial Year 2013-14		1.4	
2	Financial Year 2014-15		1.3	
3	Financial Year 2015-16		1.2	

Note: The audited Financial Statements for the corresponding year have to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

ANNEXURE – III (C) – Details of Establishing Smart Classrooms in Last 10 years(Part III)

**DETAILS OF ESTBLISHING SMART CLASSROOMS/CLIENTS IN THE
LAST 10 YEARS (Part - III)**

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

Signature of the Bidder with seal

- The bidder has to furnish completion certificate from the client for each of the works mentioned above.
- The experience of completed work only will be considered and partially/ work in progress will not be considered for evaluation.
- If the capital work is completed and the work is under AMC such work experience will be considered after producing necessary certificate from the client.

Annexure – III (D) – Details of Studio supplied by the Bidder (Part III)

S. No.	Title of the Project	Institute covered	Duration Project	No. Centers	Current status	Remark

- The bidder has to furnish completion certificate from the client for each of the works mentioned above.
- The experience of completed work only will be considered and partially/ work in progress will not be considered for evaluation.
- If the capital work is completed and the work is under AMC such work experience will be considered after producing necessary certificate from the client.

Signature of the Bidder with seal

ANNEXURE – III (E) – OEM/ Brand wise Details of Deliverables

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

Signature of the Bidder with seal



ANNEXURE-III(F) – Commitment Letter of Support from Principal Manufacturer/ OEM

Date.....

To,
The Managing Director
Kakinada Smart City Corporation Limited
Kakinada

Dear Sir,

Ref: Tender No.

I / We hereby commit & confirm the following:

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

Signature

Name

Designation.....



ANNEXURE – III (G) –Undertaking of Acceptance of Implementation Schedule and Payment Terms

UNDERTAKING ACCEPTANCE REGARDING IMPLEMENTATION SCHEDULE AND PAYMENT TERMS

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

Signature of the Bidder with seal

ANNEXURE III (H) – Check List of the Documents to be uploaded by the Bidder

SUBMISSION OF TECHNICAL BID:

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

10.	Scanned copy of Audited Balance sheet of the Firm / Company /Society for the preceding three Financial years showing the annual turnover, duly certified by a Chartered Accountant; (FY 2013-14, 2014-15 and 2015-16)		
11.	Scanned copy of undertaking that the firm/company/society has not been blacklisted by any Govt. or Semi Govt. / PSU organization in the last five years.		
12.	Scanned and certified copies of profit and loss statement and relevant audited balance sheets of last three financial years		
13.	Scanned copy of partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society		
14.	Scanned copy of Affidavit with the statements mentioned in RFP		
15	Scanned copy of solvency certificate is to be submitted as mentioned in RFP		
16	Scanned copy of latest license from Labor Commissioner to employ contract labor under Contract Labor Act may be submitted as mentioned in point no. -RFP		
17	Compliance Sheet for the technical Specification as per Annexure II(A), II(B).		
18	Annexure-III(A)- Bid letter		
19	Annexure-III (B)-Financial information Summary		
20	Annexure-III (C)- Details of establishing Smart classroom/Client in last 10 years		
21	Annexure-III (D)-Details of Studio supplied by the Bidder.		
22	Annexure-III(E)-OEM / Brand wise details of deliverables.		
23	Annexure-III (F)-Commitment letter of support from OEM.		
24	Annexure-III (G) – Undertaking of Acceptance of implementation scheduled and payment terms.		
25	Annexure III(H) – Checklist of the documents to be uploaded by the bidder.		
26	Annexure-IV-Pre-contract integrity part.		
27	Annexure V - Format of Consolidated cost sheet		
28	Annexure V-A Consolidated cost sheet CAPEX		
29	Annexure V-B Consolidated Cost sheet (O & M, AMC) - OPex		

30	Annexure V-C Consolidated cost sheet Capex + Opex		
31	Annexure VI Contract Form.		
32	Annexure VII Bank Guarantee Format.		
33	Annexure VIII Draft Design of cabinet of a Smart Classroom		
34	Annexure IX Declaration of Consortium Agreement of non blacklisting		
35	Annexure X No deviation Certificate		
36	Annexure XI Total Responsibility Certificate.		
37	Annexure XII Performance Bank Guarantee.		
38	Annexure – XIII Non Disclosure Agreement		
39	Annexure XIV Consortium Agreement		
40	Annexure XV Anti Collusion Certificate		
41	Annexure XVI Declaration of Non Blacklisting		
42.	Annexure XVII Format of power of attorney to authorize signatory		
43.	Annexure XVIII Format of power of attorney for lead bidder of consortium		



ANNEXURE-IV – Pre Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

Kakinada Smart City Corporation Limited (KSCCL) hereinafter referred to as KSCCL

Andhereinafter referred to as "The Bidder/Contractor"

PREAMBLE

The KSCCL intends to award, under laid down organizational procedures, contract/s for _____ The KSCCL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the KSCCL will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the KSCCL.

1. The KSCCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1 No employee of the KSCCL, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.2 The KSCCL will during the tender process treat all Bidder(s) with equity and reason. The KSCCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

1.3 The KSCCL will exclude from the process all known prejudiced persons.

2. If the KSCCL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1.1 The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the KSCCL employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

1.2 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

1.3 The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the KSCCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any.

Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign bidder(s)/contractor(s), if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

- 1.5 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the KSCCL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4: Compensation for Damages

1. If the KSCCL has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the KSCCL is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the KSCCL has terminated the contract according to Section 3, or if the KSCCL is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the KSCCL before contract signing.

2. The KSCCL will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The KSCCL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the KSCCL has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The KSCCL appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, KMC.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the KSCCL including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The KSCCL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the KSCCL and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the KSCCL and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, KMC within 8 to 10 weeks from the date of reference or intimation to him by the KSCCL and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the KMC Board.
8. If the Monitor has reported to the Chairman KMC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman KMC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

DELETED

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a JV, this agreement must be signed by all partners or JV members.



4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

**(For & On behalf of Bidder/
Contractor)**

(Office Seal)

(Office Seal)

Place -----

-

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)



ANNEXURE-V – Format for Financial Bid

TENDER FOR: Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation and Maintenance up to 5 years.

PRICE TENDER FORM

(To be returned in original along with tender)

Tender No. : **KSCCL/SMART CLASSES/2017 Dt. 14/3/2017**

Tender Documents No. : _____

To,
The Managing Director,
Kakinada Smart City Corporation Limited
Kakinada

Sir,
I/We hereby tender for the **for Setting Up Of Smart Classrooms which includes supply, commissioning, installation and maintenance of hardware and Integration Of Virtual solution in 28KMC Schools** as per the specification given in this tender document within the time specified and in accordance with the specifications, design and instructions as per special terms & conditions as well as general terms and conditions. The rates are quoted in the prescribed format enclosed.

Signature of the Bidder with seal

Annexure- V(A) – Consolidated Cost Sheet (Capex)

Tender No. KSCCL/SMART CLASSES/2017 Dt. 14/3/2017

CONSOLIDATED COST SHEET

Part A: CAPEX

S.No	Item description	Quantity	Quantity	Rate per unit	Total amount
1.	Supply, delivery, installation, commissioning and guarantee for 2 years and 3 years of AMC of Digital Classroom including complete set of Hardware as per the description given in RFP, which includes Projector, PC, Smart board, Cabinet, Networking, Built in UPS etc. with two years onsite Comprehensive warranty and three years AMC at all Primary Schools in the list. The bidder should quote the rate for the completed work that includes all Taxes, duties, labor charges, wiring and other ancillaries for completion of work and as directed by the Engineer-in-Charge.	69	Per classroom	To be Filled	To be filled
2	Supply, delivery, installation, commissioning and guarantee for 2 years and 3 years of AMC of Digital Classroom and Virtual Classrooms including complete set of Hardware as per the description given in RFP, which includes Projector, PC, Smart board, Cabinet, Networking, Built in UPS, Webcam for the Virtual classroom etc. with two years onsite Comprehensive warranty and three years AMC at all Primary Schools in the list. The bidder should quote the rate for the completed work that includes all Taxes, duties, labor charges, wiring and other ancillaries for completion of work and as directed by the	188	Per Classroom	To be Filled	To be filled

	Engineer-in-Charge.				
3.	Providing and installation of Infrastructure that includes Chairs and Computer tables as per the specifications in RFP. Two years onsite Comprehensive warranty and three years AMC as directed by the Engineer-in-charge.	14	Per lab	To be Filled	To be filled
4	Providing and installation of network equipment Per lab in each of the High Schools installed in computer lab as per details given in RFP with two years onsite Comprehensive warranty as directed by the engineer-in-charge.	14	Per classroom	To be Filled	To be filled
5	Providing, installation, upgrade and maintenance of Studio as directed by the engineer-in-charge.	1	Per studio	To be Filled	To be filled
6	Establishment of computer lab with 30 computers including, key board, monitors, workstations, electrical wiring, data/networking etc. including necessary civil works like false ceiling etc. complete in all aspects as directed by engineer-in-charge.	14 sets	Per school	To be Filled	To be filled
7	Installing and Commissioning of One 10 KVA capacity UPS at each High School to be used for providing a Backup of 30 Min on Full scale.	14	Per School	To be filled	To be filled
8	Training for the Teachers in the Primary / Upper Primary / High Schools on the Digital / Virtual Classrooms for a period of 4 months as directed by engineer-in-charge.	1 Job	One time	To be Filled	To be filled
	Grand Total of the Capex.				To be filled

Total Amount in Words:



NOTE:

- 1.** Each bidder will quote prices of all the items mentioned above inclusive of all applicable taxes.
- 2.** If any bidder does not quote any one of the price mentioned above the bid will be treated that its cost was included in the other item. The bidder has to execute the same item free of cost.
- 3.** Conditional Bids shall be summarily rejected.

Signature of the Bidder with seal

Annexure- V(B) – Consolidated Cost Sheet (O&M, AMC) - Opex

Tender No. KSCCL/SMART CLASSES/2017 Dt. 14/3/2017

S.No	Item description	Unit (In Rs.)	Quantity	Amount in INR for 1 st year	Amount in INR for 2 nd year	Amount in INR for 3 rd year	Amount in INR for 4 th year	Amount in INR for 5 th year.	Total Amount in INR
1	Consumables needed for			Nil	Nil	To be filled	To be filled	To be filled	To be filled
	(i) Computer Lab	Per School	14 Jobs	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
	(ii) DC (Primary School)	Per School	69 Classrooms	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
	(iii) DC + VC (UP and High School)	Per School	188 classrooms	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
	(iv) Studio	One Lab	1 studio	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
2	Cost of ONE SUPPORT ENGINEER per High schools totaling 14 Numbers for Five years. Qualifications and responsibilities defined in RFP.	Per person Per month	14	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
3	(i) Studio Engineer	Person per Month	1 No	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled
	(ii) Assistant	Person per Month	1 No	To be filled	To be filled	To be filled	To be filled	To be filled	To be filled

4	License renewals.	Educational License (Per school)	28 Schools	NA	NA	To be Filled	To be filled	To be filled	To be filled
6	Grand Total								To be filled

Total Amount in words:

NOTE:

1. Each bidder will quote prices of all the items mentioned above inclusive of all applicable taxes.
2. If any bidder does not quote any one of the price mentioned above the bid will be treated that its cost was included in the other item. The bidder has to execute the same item free of cost.
3. Conditional Bids shall be summarily rejected.
4. Replacements of Components will be reimbursed on actual invoice + Contractor profit @ 13.615% as per AP govt rule.
5. Service Tax will be paid extra as per actuals for S No 2 and 3 of the Annexure V (B).

Signature of the Bidder with seal

Annexure- V(C)

Consolidated Cost Sheet (Capex + Opex)

Tender No. KSCCL/SMART CLASSES/2017 Dt. 14/3/2017

CONSOLIDATED COST SHEET

S Num	Item	Total Amount
1	Capex	To be filled
2	Opex	To be filled
	Total (Capex + Opex)	To be filled

Total Amount in INR (words) -

Signature of the Bidder with seal

ANNEXURE VI – Contract Form

THIS AGREEMENT made the Day of 2016..... Between (KSCCL) of (India) (herein after “KSCCL”) of the one part and (Name of Successful bidder) and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns, a (state the type of contracting entity) body, having its principal office at _____ (state the principal/registered place of incorporation/residence/work), **AND** Kakinada Smart City Corporation Limited (hereinafter referred to as **KSCCL**) and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, and having its principal office at ----- (City and Country of Successful bidder) (Here in after called “the Successful bidder”) of the other part:

WHEREAS the KSCCL has invited tender for the Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation from the eligible firms /agencies/companies (Brief description of Goods and Services) and has accepted a bid by the Successful bidder for the supply, installation, commissioning of hardware and integration of Educational Digital Contents in the sum of (Contract Price in Words and Figure) (hereinafter called “**the Contract Price**”).

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

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis on all working days during working hours. No separate charges for delivery of goods would be paid by the office.
3. That the Hardware and software of Smart Classrooms shall be delivered and installed strictly within the implementation schedule specified in **Section VI** of the tender document.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a)the Bid Form and the Price Schedule submitted by the Bidders;
 - (b)Instructions to bidders-Section III

- (c) That the services/equipment shall be confirming with the quality and specification given in the Scope of Work-Section IV;
- (d) General conditions-Section VI
- (e) Special conditions-Section VII; and
- (f) KMC's Notification of Award

5. The Successful bidder shall be bound by the details furnished by him/her to the KSCCL while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the quality of the equipment and services or rate are found of poor quality or different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

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

7. DELETED

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

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

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

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

S. No.	Brief description of Hardware, Educational and services	Quantity to Be supplied	Rate	Total price	Delivery Terms

Total Value:

Delivery Schedule:

THIS AGREEMENT will take effect fromday ofTwo Thousand Thirteen and shall be valid for three year.

IN WITNESS WHEREOF, both the parties KSCCL and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement as of {the} day of {month} 2016 here at New Delhi.

<p>For and on behalf of the 'Agency/firm/ company'</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the "Authorized Signatory, of the firm / company "</p> <p>In the presence of Witness:..... Name:..... Address:.....</p>	<p>For and on behalf of the "Managing Director, KSCCL"</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the "Managing Director, KSCCL"</p> <p>In the presence of Witness: Name: Address:.....</p>
---	---

ANNEXURE-VII – Bank Guarantee Format

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

1. In consideration of the Kakinada Smart City Corporation Limited, (hereinafter called 'KSCCL') having agreed to **M/s Firm name with address** (hereinafter called the said 'Successful bidder(s)') from the demand, under the terms and conditions of work order No. _____ Dated _____ made between KSCCL and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by KSCCL.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the KSCCL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the KSCCL any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KSCCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly

carried out by the said Successful bidder(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.

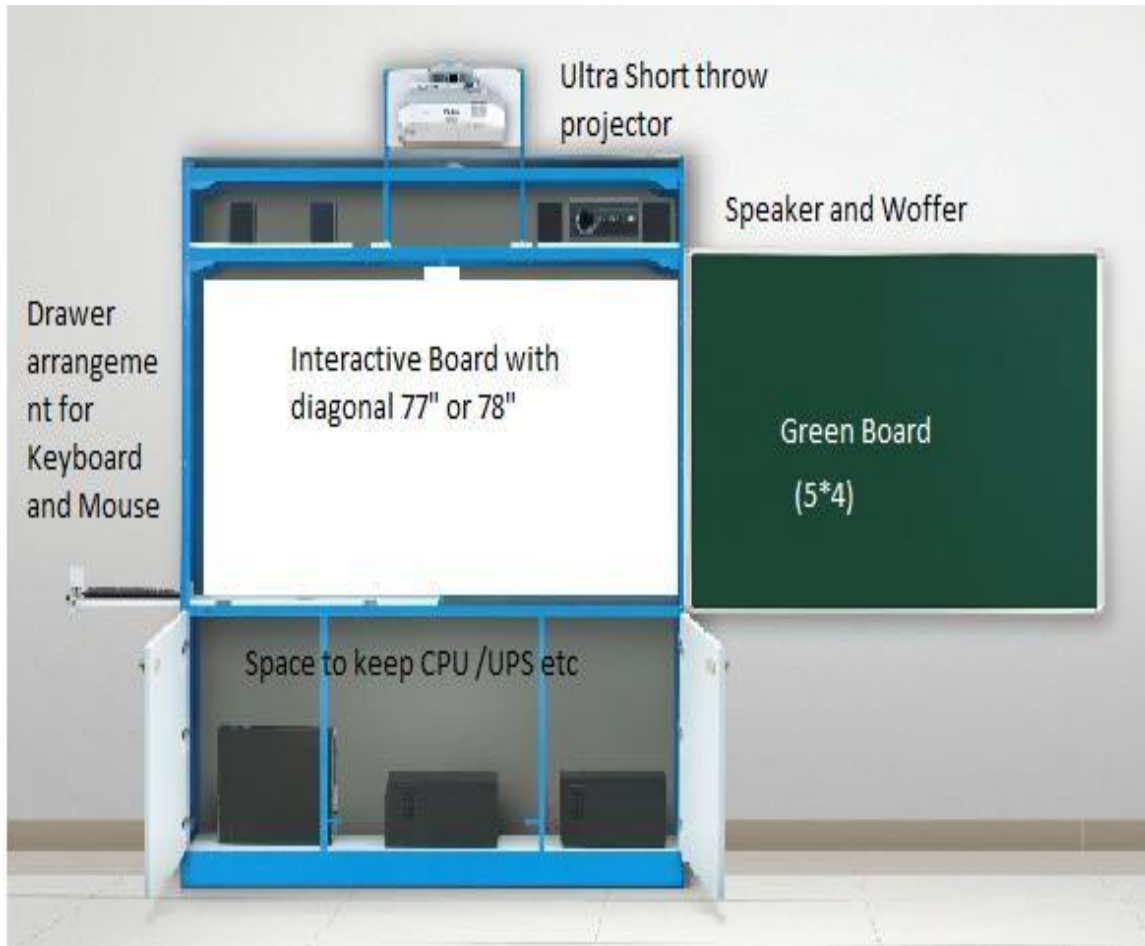
5. We, Bank name with address, further agree with the KSCCL that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Successful bidder(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Successful bidder(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Successful bidder(s) / Suppliers or for any forbearance, act or omission on the part of the KSCCL or any indulgence be the KSCCL to the said Successful bidder(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the Successful bidder(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the KSCCL in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the KSCCL. Notwithstanding anything mentioned above, Our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the _____ day of _____ 200__

For _____

(Indicate name of Bank)

Annexure – VIII DRAFT DESIGN OF CABINET OF A SMART CLASSROOM



Smart Classroom





Annexure – IX Declaration for Consortium Member for Non blacklisting:

(To be provided on Rs 100/- stamp paper duly notarized)

{Place}

{Date}

To,

[

]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:



Annexure X No Deviation Certificate

(To be provided on Rs 100/- stamp paper duly notarized)

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure – XI Total Responsibility Certificate

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(To be provided on Rs 100/- stamp paper duly notarized)

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:



Annexure XII –PerformanceBank Guarantee

Ref: _____ Date _____

Bank Guarantee No. _____

< Name> < Designation>
<Address><Phone
Nos.><Fax Nos.><Email id>

Whereas, <<name of the supplier and address>> has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Kakinada Smart City Corporation Limited(hereinafter called “the Authority”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between the bank and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:



Our liability under this bank guarantee shall not exceed Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to <Insert Expiry Date>)

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 Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____
Place _____ Signature _____
Witness _____ Printed name _____

(Bank's common seal)



Annexure XIII – Non-Disclosure Agreement.

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for RFP No. <<>> dated <<DDMM-2016>> “Request for Proposal for Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation (hereinafter called the said 'RFP') to the “Kakinada Smart City Corporation Limited”, hereinafter referred to as ‘Authority’

And,

WHEREAS, the Bidder is aware and confirms that the Authority’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

The confidential information to be disclosed by the Authority under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

Confidential Information does not include information which: the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality; information in the public domain as a matter of law; is obtained by the Bidder from a third party without any obligation of confidentiality; the Bidder is required to disclose by order of a competent court or regulatory authority; Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict

confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees: to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein; to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original; to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its



possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.

In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory

Office Seal:

Name: Place:

Designation: Date :

Annexure XIV Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of Indian Rupees 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2016 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred as "_____") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.
WHEREAS Kakinada Smart City Corporation Limited has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation for Implementation of Kakinada Smart City Solutions for Authority:

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:

The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the "Request for Proposal for Selection of Agency for Selection of Agency for Implementation of Kakinada Smart City Solutions" as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Request for Proposal for Selection of Agency for Selection of Agency for Implementation of Kakinada Smart City Solutions" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.



The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

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

To ensure the technical, commercial and administrative co-ordination of the work package

To lead the contract negotiations of the work package with the Authority.

The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

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

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: _____

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.

That this MoU shall be governed in accordance with the laws of India and courts in Andhra 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:

i. _____ ii. _____



Annexure – XV Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms and Computer Lab in all Municipal high schools, UP school and Primary schools in ABD area and studio at command control center in Kakinada city including Operation for Implementation of Kakinada Smart City Solutions in Kakinada City against the RFP issued by Authority, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure XVI – Declaration of Non-Blacklisting

(To be provided on Rs100/- stamp paper)

Declaration for Lead Bidder:

Place

Date

To,

[
]

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Supply, Delivery, Installation, Commissioning of Virtual Class Rooms, Digital Class Rooms, Computer Lab in all Municipal schools and the schools in ABD area in Kakinada city including operations and maintenance up to 5 years.**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)

PrintedName

Designation

Seal

Date:

Place:

Business Address:



Annexure- XVII Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on 100/- non-judicial stamp with relevant . The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s._____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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.

(Add in _____ the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this _____ the _____ day of _____ 2015

(Signature and Name of _____ authorized signatory)



(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1: Witness 2:

Notes:

To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure XVIII: Format for Power of Attorney for Lead bidder of Consortium

[To be executed on 100/- non-judicial stamp paper. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s._____, M/s._____, M/s._____ and M/s._____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium's/Joint Venture's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s._____ and M/s _____ and M/s_____ hereby designate M/s.

_____ being one of the members of the Consortium/Joint Venture, as the lead member of the Consortium/Joint Venture, to do on behalf of the Consortium/Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Consortium's/Joint Venture's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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 or Consortium/Joint Venture.

Dated this the _____ day of _____ 2015

(Signature)

(Name in Block Letter of Executants) [Seal of Company]

Witness 1 Witness 2

Notes: To be executed by all the members individually, in case of a Consortium/Joint Venture.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.