

**GOVERNMENT OF ANDHRA PRADESH
ENGINEER-IN-CHIEF
PUBLIC HEALTH & MUNICIPAL ENGINEERING DEPARTMENT**

REQUEST FOR PROPOSAL

for

Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh.

Inviting Authority:

**The Engineer-in-Chief,
Public Health, Flat No. 504 & 601,
Garuda Apartment, Tadepalle,
Guntur Dist.,- 522501. Andhra Pradesh (India).**

Government of Andhra Pradesh

Public Health & Municipal Engineering Department

Ref: 01/RFP/1241/T5/NDL-Mty/D. Class rooms/ SCSP Grants/ 2017,

Dated: 17-07-2017

Tender

Engineer-in-Chief, Public Health & Municipal Engineering Department, Govt. of Andhra Pradesh desires to invite tender for Selection of Implementing Agency for “Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for 5 years.” The detailed TENDER including EMD, TOR, Eligibility criteria etc., can be downloaded from website <http://www.appublichealth.gov.in> from -- July 2017 onwards. *The last date for submission of bids is 22 July 2017 up to 5.00 PM. The date of Pre-bid Queries by main before 21-07-2017 at 10.30 AM.*

For more details contact:

Contact Person Name:

Designation:

Engineer-in-Chief, Public Health,
Public Health & Municipal Engineering Department, Guntur.

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**Engineer-in-Chief,
Public Health & Municipal
Engineering Department,
Government of Andhra Pradesh**

Key Dates

Sl. No.	Activity	Date	Time
1	Bid Calling Date	18-07-2017	10.30 AM
2	Pre-bid Queries: Any Queries related to bid, may be sent to email: encphed@yahoo.co.in	21-07-2017	10.30 AM
3	Posting of response to queries (Any Corrigendum / reply will be replied to the same email)	21-07-2017	04.00 PM
4	Last date for Physical submission of Bids at O/o Engineer-in-Chief, Guntur	22-07-2017	05.00 PM
5	Bid Opening date	23-07-2017	11.00 AM
6	Date of opening of Financial bids	Will be informed later	

DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of The Engineer-in-Chief, Public Health & Municipal Engineering Department, Govt. of AP or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided in writing.

This tender document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This tender document does not purport to contain all the information that each Bidder may require. This tender document may not be appropriate for all bidders, and it is not possible for the Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP, 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP, 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP, 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP 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 Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP or any other costs incurred about or relating to its Bid. All such costs and expenses will remain with the Bidder and the Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION I – INTRODUCTION

1. ABOUT PUBLIC HEALTH & MUNICIPAL ENGINEERING DEPARTMENT, GOVERNMENT OF ANDHRA PRADESH
 - 1.1. Government of Andhra Pradesh is making fast strides towards overall growth, smart cities and sustainable development, Education provides the instrument for attaining these goals.
 - 1.2. The Engineer-in-Chief, Public Health & Municipal Engineering Department, GOAP is committed to educating and nurturing all students by providing better access, promoting enrolment and retention. The department aims to provide quality education to the students of municipal schools by providing world class infrastructure that enables teachers to interact with their students in a virtual and digital environment.
 - 1.3. Govt. of Andhra Pradesh intends to provide Virtual and Digital Classroom for Municipal High Schools, Upper Primary schools and Primary schools in Nandyal, Andhra Pradesh. The Engineer-in-Chief (E'N'C), PUBLIC HEALTH, GOAP have taken the bid process for selection of Bidder to Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh.
2. BRIEF:
 - 2.1. Information and Communication Technology (ICT) has brought significant changes in all-round Development of the society. Information Technology plays a very crucial role in socio-economic development of the society as envisioned by Honourable Chief Minister of Andhra Pradesh. The Public Health & Municipal Engineering department plans to transform the municipal school infrastructure to world leading standards by encouraging innovative approach. In this view, the department proposes to provide digital and virtual classrooms with interactive boards in Government Municipal Schools. Moreover, the department would like to use the same classroom as a virtual studio that enables the teacher to deliver lectures virtually to other classrooms across different schools.
 - 2.2. Government aims to implement e-classroom/virtual classroom solution by providing the Andhra Pradesh curriculum mapped multimedia content both in Telugu and English medium. The department aims to provide vernacular content to municipal school students with a robust content delivery platform. The teachers should be able to deliver the lecture along with content to students remotely through virtual classroom platform. The teacher should be able to interact with the board digitally through an interactive white boarding solution and transmit their interactions to all the classrooms connected to them virtually.
 - 2.3. The proposed solution would be used by teachers for planning and scheduling their classes. The solution will help the teachers in effectively delivering lessons to their students' using digital content in the classroom and virtual classes conducted by the expert teachers in the individual domains and evaluate students more effectively. Analytics gathered through the content delivery platform should help Department to identify conceptual gaps, help in teacher training, make appropriate changes to the school curriculum, etc.

SECTION II - INSTRUCTION TO BIDDERS

1. GENERAL INFORMATION

The works described in the bid document is a single responsibility turnkey job of Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for 5 years.

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

All Communications about this bid must be made:

To

The Engineer-in-Chief,
Public Health, Flat No. 504 & 601,
Garuda Apartment, Tadepalle,
Guntur District, 522501. Andhra Pradesh (India)

2. DURATION OF CONTRACT

Duration for Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh is for 5 years from the date of issue of Letter of Award.

3. ELIGIBILITY CRITERIA

3.1. Eligible Bidders

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

The bidder should be a Company registered in India under the Indian Companies Act 1956 / 2013 or a partnership firm registered under the India Partnership Act 1932 with their registered office in India. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory.

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

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

3.2. Financial Eligibility

3.2.1. Financial eligibility (General)

The prime bidder should have an average of three years annual turnover of Rs. 5.0 Crores in below mentioned three fiscal years.

In case of a joint venture JV partner should have an average annual Turnover of Rs. 10.0 Cr subject to meeting of total Turnover of both the partners put together.

Attested copies of the bidders I.T. Returns, audited annual reports/ financial statement for each of the three-financial year's i.e, 2013-14, 2014-15 and 2015-16 must 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.

3.2.2. Financial eligibility (specific to the bid)

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

3.3. Technical Eligibility

3.3.1. Each bidder is requested to demonstrate the solution before the technical committee as notified by the E'N'C, PUBLIC HEALTH, GOAP.

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

4. BID DOCUMENT FEES & EARNEST MONEY DEPOSIT

4.1. The bids are invited for the Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh is for 5 years as per tender.

4.2. The Bid document fees is Rs. 10,000/- (Rs. Ten Thousand only), in the form of a Demand Draft in favour of Executive Engineer, Public Health payable at Kurnool.

4.3. The Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only) will have to be furnished separately by way of Bank Guarantee in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of in favour of Superintending Engineer (PH), Anantapuram and same shall be submitted along with the Bid physically as specified in tender (section Key dates) of this bid.

4.4. The Earnest Money Deposit of un-successful bidders shall be returned/ refunded within 21 working days of award of Contract. The cost of tender of Rs. 10,000/- is non-refundable. In case of successful bidder, the EMD will be refunded only after successful completion of the contract period.

4.5. The Bidders must submit all the requisite details mentioned in the e-tendering portal. All the required documents including the EMD, on demand BG, must be submitted at the O/O Engineer-in-Chief, Public Health and Municipal Engineering Department, Tadepalli, Guntur

- 4.6. The EMD will be forfeited at the discretion of E’N’C, PUBLIC HEALTH, GOAP in one or more of the following reasons:
- 4.6.1. The Bidder withdraws the Bid during the period of Bid validity.
 - 4.6.2. Bidder does not respond to the requests for clarification of Bid.
 - 4.6.3. Bidder fails to co-operate in the Bid evaluation process.
 - 4.6.4. Bidder is found to be engaged in corrupt/fraudulent practices.
 - 4.6.5. In case of a successful Bidder, the said bidder fails in the event of
 - 4.6.5.1. To furnish Performance Bank Guarantee or
 - 4.6.5.2. To sign the agreement in time
 - 4.6.5.3. Failure to execute the contract as per terms and conditions stipulated in the tender documents.
 - 4.6.6. The Bidders cannot 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;

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. E’N’C, PUBLIC HEALTH, GOAP will not be responsible for any misunderstanding/ misinterpretation of the scope of work. Bidders are free to visit the said school sites to understand the location/ technicalities for implementation of above project.

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

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

6. OMISSIONS ERRORS, CLARIFICATION, AND PRE-BID MEETING

- 6.1 Bidder shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning it should notify the Department/ E’N’C, PUBLIC HEALTH, GOAP in writing not later than given in key dates.
- 6.2 The department/ E’N’C, PUBLIC HEALTH, GOAP will respond to any request which is sent by email as per the key dates table mentioned above. Any resulting interpretation or modification of the bid documents E’N’C, PUBLIC HEALTH, GOAP shall consolidate all and clarify the same through the email / publish on the website www.appublichealth.gov.in
- 6.3 The Bidder shall acknowledge in writing the receipt of each addendum and the same should be submitted during tender physical copy submission.

6.4 ENC, PUBLIC HEALTH, GOAP reserves the right to allot/cancel the tenders invited for setting up of Digital and Virtual Classrooms as it may consider/deem fit and proper and to reject the tenders/ applications without assigning any reasons at any stage.

7. AMENDMENT OF TENDER DOCUMENTS

7.1 At any time before the scheduled submission of bid, ENC, PUBLIC HEALTH, GOAP may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment/addendum.

7.2 The amendment/response to clarification(s), if any, will be uploaded on the website: www.appublichealth.gov.in or which will be binding on them. ENC, PUBLIC HEALTH, GOAP may, at its discretion, extend the date for submission and/or opening of the bid.

7.3 To allow all prospective bidders, ENC, PUBLIC HEALTH, GOAP may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

8. ALTERNATIVE PROPOSAL

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

9. BID VALIDITY PERIOD

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

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

10. SUBMISSION OF BID

10.1 Tender Document can be downloaded from the portal i.e. www.appublichealth.gov.in

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

10.3 The Bids needs to be submitted through offline only.

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

10.5 The Bidders must submit their bid through offline only at O/O Engineer-in-Chief (PH) Guntur or in three parts which will include Key Features including bidder's profile, Technical Bid as per the Performa given in Annexure-III and Financial Bid as per Performa given in Annexure-IV.

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

10.7 ENC, PUBLIC HEALTH, GOAP reserves the right to extend the Contract at its sole discretion and requirement.

10.8 Bids will be opened online as per time schedule mentioned in tender.

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

11. SUB-LETTING OF CONTRACT

In no case the successful bidder shall be allowed to sublet this project on back to back basis at

any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.

12. ACCEPTANCE AND WITHDRAWAL

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

12.2 Tender with incomplete information is liable for rejection.

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

13. COMPLIANCE WITH LAWS

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

14. SEVERABILITY

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

15. AFFIDAVIT

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

16. BID OPENING

16.1 An Official authorized by ENC, PUBLIC HEALTH, GOAP will perform the bid opening, which is a critical event in the bidding process.

16.2 The bid opening shall be opened by the authorized official in the presence of those bidders or their authorized representatives who may be present at the time of the opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

16.3 ENC, PUBLIC HEALTH, GOAP shall conduct the bid opening at the address, date and time specified in the TENDER (section Key dates) of this bid

16.4 All the bids received up to the specified time and date shall be opened at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

16.5 All the documents shall be downloaded from www.appublichealth.gov.in regarding any amendments / addendums shall be downloaded from www.appublichealth.gov.in

- 16.6 There will be three bid-opening events
 - 16.6.1 Pre-Qualifications Criteria
 - 16.6.2 Technical Qualification Criteria
 - 16.6.3 Financial Qualification Criteria
 - 16.7 All the bids, except the financial bids, shall be opened one at a time, and the name of the bidder and other details as the authorized official may consider appropriate will be read out. No Bid shall be rejected at the time of opening of Technical Bids except the late bids, alternative bids and Bids not accompanied with the proof of payment or EMD.
 - 16.8 The ENC, PUBLIC HEALTH, GOAP representative shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of the Technical Evaluation Committee with date and time of opening of the Bids.
17. DUE DATE FOR SUBMISSION OF BIDS
- 17.1 Due date for submission of the bids will be as per the TENDER document- Key Dates section.
 - 17.2 ENC, PUBLIC HEALTH, GOAP may, at its discretion, extend this due date for submission of bids by amending the Bid Documents in which case all rights and obligations of ENC, PUBLIC HEALTH, GOAP and Bidders previously subject to the due date will thereafter be subject to as extended.
 - 17.3 In the event of the specified date for the submission of Bids being declared a holiday for ENC, PUBLIC HEALTH, GOAP, the Bids will be received up to the appointed time on the next working day.
18. LATE BIDS
- Any Bid received by ENC, PUBLIC HEALTH, GOAP after the due date for submission of bids prescribed by ENC, PUBLIC HEALTH, GOAP pursuant to clause 19, will be summarily rejected.
19. EVALUATION OF TENDERS: Selection Process for bidder
- 19.1 Preliminary Examination of Bids**

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the tender, 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 tender 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 tender with lesser validity period.
20. Clarification on Bids

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

21. Evaluation Process

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

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

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

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

21.1 Stage 1: Pre-Qualification

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

21.1.1 Demand Draft in respect of bid document fee towards the cost of tender from a Nationalized/ Scheduled Bank drawn in favour of The Executive Engineer, Public Health, Kurnool

21.1.2 Bank Guarantee in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of Executive Engineer, Public Health payable at Kurnool.

21.1.3 Earnest Money Deposit (EMD) and bid document fee should be submitted physically.

21.1.4 Permanent Account No (PAN) of the Bidder/ Firm/ Company.

21.1.5 Self-attested copy of sales/ service tax registration and sales/ service tax return filed in last three years.

21.1.6 Self-attested copy of certificate that the up-to date Income Tax Returns filed.

21.1.7 Self-attested documentary evidence of Registered Office of the Company / Firm.

21.1.8 Self-attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/ Company.

21.1.9 A completion certificate from the user agency certifying the successful completion of the similar work done by the bidder may be submitted along-with the tender documents.

- 21.1.10 The bidder will submit an undertaking that after the award of the work to them, they will provide contact phone number of support personnel.
- 21.1.11 The turnover/net-worth/financial status of the bidder shall be ascertained from the following documents which the bidder is required to Submit along with the tender document for the preceding three Fiscal years FY 2013-14, 2014-15 and 2015-16 duly certified by a Chartered Accountant
- Audited Financial Statement of the Firm/Company
 - Audited Balance sheet of the Firm / Company
 - Audited copies of profit and loss statements
- 21.1.12 An undertaking shall be submitted with the technical bid documents by the intending bidder that their firm/company has not been blacklisted by any Govt/ Semi Govt. organization/ PSU'S of the central/ state government duly counter signed by Notary.
- 21.1.13 The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs.1 crore. This Bank solvency certificate may be got verified from the Bank concerned.
- 21.1.14 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, should be submitted
- 21.1.15 The bidder must submit a Bid letter as per format given in Annexure-III (A).
- 21.1.16 The bidder must submit the Financial Information Summary of the Company/Agency/Organization as per format given in Annexure-III (B).
- 21.1.17 The bidder must submit the details of supplies made under ICT for Digital Classroom and Virtual-Digital classrooms in the last 5 years as per format given in Annexure-III (C).
- 21.1.18 Details of multimedia based Educational Digital content already developed by the bidder for classes I to X as per SCERT syllabus with experience certificates for each contract as per format given in Annexure-III (D).
- 21.1.19 A list of OEM/Brand wise details of deliverables of Hardware supplied by the vender to be should be submitted along-with the Technical bid as per format given in Annexure-III (E).
- 21.1.20 The bidder must submit a Commitment letter for the support as per format given in Annexure-III (F).
- 21.1.21 The bidders should give an undertaking regarding acceptance of the implementation schedule and payment terms as mentioned in Annexure-III (G). Any deviation in the implementation schedule shall make the tender liable for rejection.
- 21.1.22 The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory
- 21.1.23 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.
- 21.1.24 Checklist of documents to be submitted in the first cover as per format given in Annexure-III (H).
- 21.1.25 The bidder must submit financial bid format given in Annexure-IV.
- 21.1.26 The bidder must submit Service Level Agreement as per format given in Annexure-V.
- 21.1.27 The bidders shall have to furnish an affidavit as under:

“I/We undertake and confirm that eligible similar work have not gotten executed through another contract on back to back basis. Further that, if such a violation comes to the notice of the E’N’C, PUBLIC HEALTH, GOAP, then, I shall be debarred for bidding in future, forever. Also, if such a violation comes to a notice to the E’N’C, PUBLIC HEALTH, GOAP before date of start of work, the E’N’C, PUBLIC HEALTH, GOAP shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee.”

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

21.2 Stage 2 – Technical Evaluation

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

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

Table of Technical Weightage of bidder’s ability

Technical Criteria Assessment Parameter	Total Marks
Virtual Classroom <ol style="list-style-type: none"> 1. Co-browsing: Content written on white board should be replicated in other classes with low bandwidth, but not through broadcasting. 2. The two-way interactive virtual collaborative whiteboard on which teachers and students could write simultaneously. 3. Compatible with WebRTC and other latest technologies 4. Schedule live classes 5. Should support about 6000 smart classes on same call simultaneously with two-way interactivity between teacher and students. 6. Simultaneous two-way communication to all the connected classrooms in 1080p 30fps with 128bit encryption Videoconferencing. 7. All users, teacher, guest and end location should have the facility to monitor real-time video quality statistics (frame rate, resolution, bandwidth) 	35
Digital Content <ol style="list-style-type: none"> 1. SCERT mapped content 2. Content in English and Telugu languages 3. Online & Offline Content 	15
Content Management System	15

<ol style="list-style-type: none"> 1. Create/Maintain Lesson Plans: Teacher should be able to plan, create and maintain lesson plans electronically and share them with peers. 2. Upload Content: Teachers should be able to upload their own content. 3. Augmented Content: Contextual augmented content is provided for all topics of study. 4. Available On-Premises and On-Cloud 	
<p>Advance Integrated hardware</p> <ol style="list-style-type: none"> 1. Interactive display with finger and stylus touch 2. Ability to watch Television (ex: MANA TV) 3. Portable: Should be able to use in multiple classrooms. 4. Compatible with given technical specifications (Annexure – II (A)) with results being equal to or on higher side. 	35
Total	100

21.3 Stage 3 – Financial Evaluation

All the technically qualified bidders will be notified to participate in Financial Bid opening process. The Financial bids for the technically qualified bidders shall be opened in the presence of the bidders. Financial bids that are not as per the format provided in (Annexure-IV) shall be liable for rejection.

21.3.1 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.

21.3.2 A bid determined as substantially non-responsive shall be rejected by the ENC, PUBLIC HEALTH, GOAP.

21.3.3 The ENC, PUBLIC HEALTH, GOAP may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

21.3.4 The ENC, PUBLIC HEALTH, GOAP shall evaluate in detail and compare the bids which are substantially responsive.

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

21.3.6 Total Price shall be calculated based on the format provided in (Annexure IV). The bidder who quoted the lowest rate (L1) will be awarded with the work.

21.3.7 Bid Security amount shall be returned for those who do not qualify the financial evaluation stage within 21 working days of award of Contract.

SECTION III - SCOPE OF WORK

1. Solution Summary

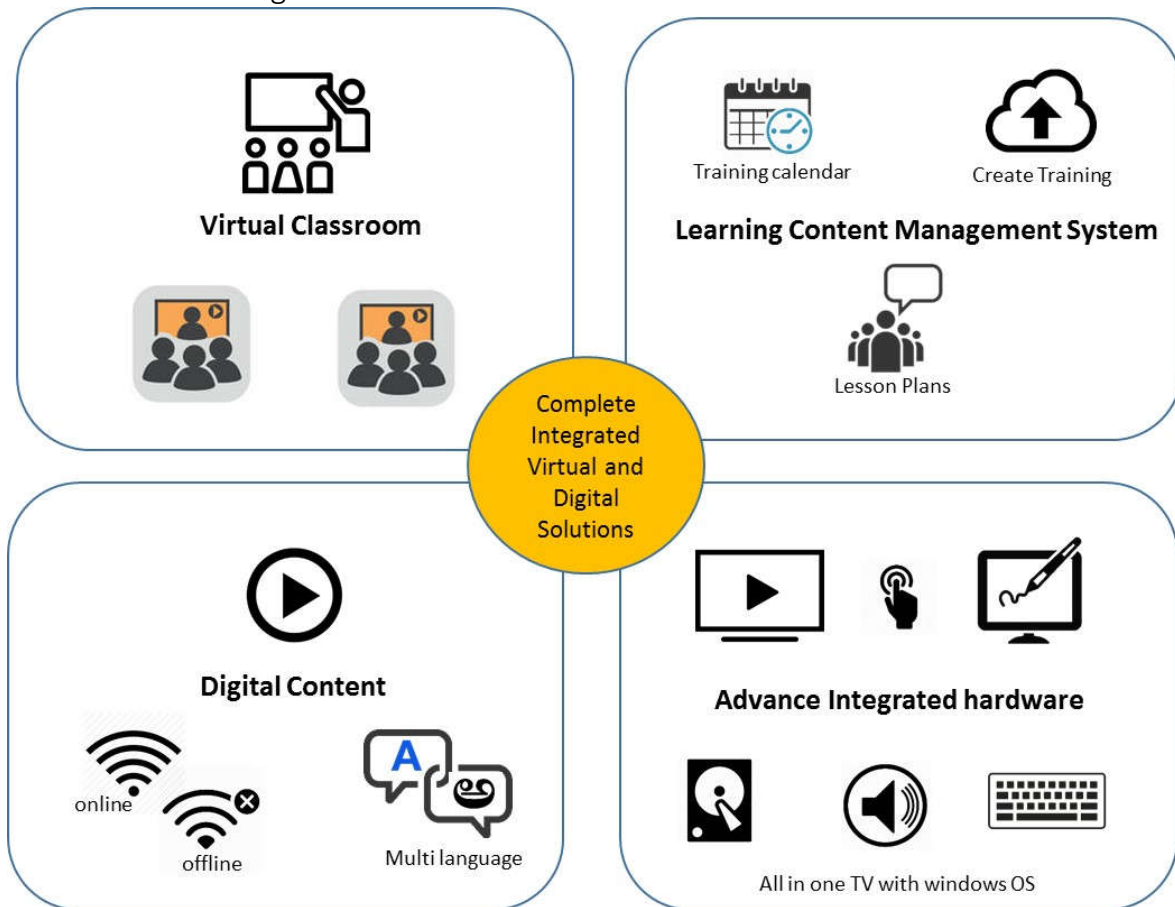
Modules	Details	Capabilities
Virtual Classroom	Students can participate in virtual classes remotely in two-way communication mode.	1) The Virtual Classroom provides simultaneous two-way communication to all the connected classrooms in 1080p 30fps. 2) The solution use as least bandwidth as possible while also maintaining the quality of Video and audio. 3) Solution has a capability of co-browsing, content written on white board will be replicated in other classes with low bandwidth. 4) Solution supports WebRTC and other latest technologies to connect classes
Content Management System	Ability to add own content but System comes pre-loaded with SCERT Mapped Content	Available On-Premise and on-Cloud
Digital Content	1) Rich multimedia animated learning modules and video lessons. 2) SCERT Mapped Content	1) Content is available online/offline 2) Content is loaded on hard disk and installed in classroom and sync with CMS on-cloud 3) Content is available both in English and Telugu languages
Advance Integrated Hardware	Software solution is bundled with advance technology hardware devices which are unique and enhance the overall learning experience.	1) Interactive board with figure touch and stylus touch 2) Solution comes with 65-inch monitor with all in one features enables teachers/students to easily use for interactive white board or used as Television for broadcasting MANA TV. 3) TV comes with windows 10 OS included in it so no additional computer or laptop is needed to run the solution. 4) Camera, Speakers and Microphone, keyboard, mouse are to be compatible with the hardware.

2. Solution Benefits

Modules	Value Additions
Virtual Classroom	1) If teacher not available students can connect to the other classes remotely. Also in case of guest lecture happening in one location, 2) Students from as many as 6000 locations can participate to one session running at one location in real-time.
Content Management System	Teachers will be able to use the platform without

	internet.
Digital Content	Content is improved and added regularly to meet the need of teachers based on their regular feedback and demand. New content will be available real-time on cloud and for offline users the content will be downloaded automatically once the internet is connected.
Advance Integrated hardware	1) Complete integrated advance technology hardware. 2) Solution and infrastructure is portable can be easily shifted from one class to another which enables complete school to take advantage.

3. Solution Design



4. Scope & Out of Scope

Module	Scope	Out of Scope
Functional Scope	1) Digital Classroom 2) Virtual Classroom 3) Digital Content 4) Advance Technology Hardware	1) Internet Connection 2) Installed Hardware Security (Insurance not covered)

Implementation	1) on-site Installation of hardware and software deployment 2) Training of teachers for 4 weeks 3) Network on-premises	1) Out site premises networking is out of scope 2) Selection of teachers for training should be shortlisted by school management. 3) Perpetual video conference licenses will not be provided- only cloud licenses will be supplied
Support and Maintenance	1) Software Updates and Hardware Maintenance - 5 years 2) Support Person Phone number will be provided to schools for troubleshooting. (ref. Annexure – V)	

5. IMPLEMENTATION SCHEDULE

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

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 8 days of the issuance of letter of work award.
2.	Supply of Hardware	45 days from the date of signing of contract.
3.	Installation of Hardware and Software	70 days from the date of signing of contract.
4.	Training and Capacity building (ToT)	90 days from the date of signing of contract.

SECTION – IV – GENERAL CONDITIONS

1. Definitions

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

- 1.1. "Agreement" shall mean this agreement executed between Superintending Engineer, Public Health Circle, Anantapuram 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 Engineer-in-Chief, Public Health, AP during the implementation of the Work.
- 1.3. "Authorized Representative / Authorized signatory" shall mean any person duly and formally authorized by the bidder.
- 1.4. "Bidder" means a corporate firm/organization/company incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
- 1.5. "Contract" is used synonymously with Agreement. A contract entered 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. "Fraudulent Practice" means a misrepresentation of facts to influence bidding process or the execution of a Contract and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive of the benefits of free and open competition.
- 1.8. "Implementation Period" shall mean the period from the date of signing of the Agreement.
- 1.9. "Law" shall mean any Act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government/ State Government and/ or ENC, PUBLIC HEALTH, GOAP or ULB
- 1.10. "LOA" means issuing of Letter of Award, which shall constitute the intention of the Bidder to place the work order with the successful bidder.
- 1.11. "Last three fiscal years" means 2013-14, 2014-15 and 2015-16.
- 1.12. "OEM" means Original equipment manufacturer (OEM) (A company that makes a part or subsystem that is used in another company's product.) 1.15 "Party" means the ENC, PUBLIC HEALTH, GOAP or Bidder, individually and "Parties" mean ENC, PUBLIC HEALTH, GOAP and the bidder collectively.
- 1.13. "Similar Work" means Supply & Installation of ICT for Digital Classroom / Virtual - Digital Classroom in any of the last five years.
- 1.14. "Service" means provision of Contracted service viz., supply, installation, operation, maintenance, and associated services for Smart Classrooms in Andhra Pradesh Municipal Schools.

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

2. Contract Document

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

3. NOTICES/ Communication

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

4. GOVERNING LAW

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

5. THE BIDDER SHALL BEAR ALL THE COSTS

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

6. PROFESSIONAL EXCELLENCE AND ETHICS

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

7. CURRENCY OF FINANCIAL PROPOSAL

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

8. CONTRACT AGREEMENT

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

- 8.1. The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non-judicial stamp paper in the format enclosed, within ten days from the date of issuance of Letter on Award to the successful bidder.
- 8.2. The successful Bidder shall have to submit Letter of Acceptance within 07 working days, from the date of issuance of Letter of Award. The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to 10% of cost quoted by the bidder. Thereafter, the Letter of Work award will be issued and the date of commencement shall be reckoned from date of handing over of Letter of Work award.
- 8.3. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- 8.4. The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the ENC, PUBLIC HEALTH, GOAP and forfeiture of security deposit with Superintending Engineer.
- 8.5. In case, the successful bidder fails to respond to the Letter of Award as well as fails to complete all the formalities for getting the project within 07 working days of the issue of Letter of Award, the offer may be withdrawn and in such case the earnest

money shall stand forfeited. Next L2 bidder will be considered towards the award of the contract

9. SUCCESSOR BODY

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

10. LIABILITY OF TAXES:

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

11. IMPORTANT INSTRUCTIONS REGARDING SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

11.1. The successful bidder shall have to furnish Bank Guarantee equivalent to 10% of the tendered value in favour of Superintending Engineer (PH), Anantapuram as Performance Guarantee which will be as per the format provided at Annexure–VII. The Bank Guarantee as performance guarantee must be submitted after completing all the formalities within 15 working days of issue of letter of Award.

11.2. The bidder must submit bank guarantee bond on letter of Award on Non-Judicial stamp paper of 100/-. This shall be released after successful completion of the term of the Contract Period.

11.3. Performance Bank Guarantee shall be released after three months of successful end of maintenance of five years. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

11.4. The Bank Guarantee will be released to the bidding firm upon issue of Certificate of Satisfaction by ENC, PUBLIC HEALTH, GOAP.

11.5. The Bank Guarantee shall be invoked by Superintending Engineer (PH), Anantapuram in case of deficiency in services provided by the companies.

11.6. For maintenance, the successful bidder must submit the performance bank guarantee of the equivalent amount of the maintenance cost valid for the duration of maintenance period of five years at the commencement of maintenance. After end of the contract the claim period of PBG will be three months.

12. FINANCIAL BID:

12.1. The Bidders need to submit their financial bid in the specified format given in ANNEXURE-IV to be submitted through offline only at O/O Engineer-in-Chief (PH) Guntur only.

12.2. An Agreement for Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for five years as per the draft at ANNEXURE-V & VI is to be executed by the successful bidder.

12.3. The Bank Guarantee format is enclosed as ANNEXURE-VII.

12.4. All bidders must note that only the EMD is required to be submitted physically with the ENC, PUBLIC HEALTH, GOAP before the due date and time.

- 12.5. The instructions mentioned herein shall be part of the tender agreement to be signed by the successful bidder and to be annexed with the agreement copy.
- 12.6. BID VALIDITY: The bid offered shall be valid for a period of 180 Days from opening of the technical bid.
- 12.7. The Original documents of all the scanned copies of documents shall be shown whenever asked by the department.

13. DELIVERY SCHEDULE AND INSTALLATION:

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 8 days of the issuance of letter of work award.
2.	Supply of Hardware	45 days from the date of signing of contract.
3.	Installation and commissioning of Hardware and Software	70 days from the date of signing of contract.
4.	Training and Capacity building	90 days from the date of signing of contract.

14. PAYMENT – TERMS AND CONDITIONS

Bidder is required to for Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for five years as per the technical specifications mentioned in the tender document.

The total project cost compromises total solution cost supply, installation and maintenance of Virtual and Digital Classroom Solution for 5 years. The payment will be made as follows:

Payment terms	Cumulative payment
On Delivery	50% of contract value
Installation & Training	20% of contract value
Maintenance	30% of contract value – In differed mode (EYI – Equal Yearly Instalment, 6% every year for 5 years)

Note: All the Delivery Challans & Installation Reports to be Counter signed by the Head Master of respective Municipal School.

15. WORK COMPLETION AND LIQUIDATED DAMAGE:

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

16. LIABILITY

- 16.1 In case of a default on contractor's part or other liability, ENC, PUBLIC HEALTH, GOAP shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which ENC, PUBLIC HEALTH, GOAP is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contractor to claim), the companies shall be liable for not more than payments referred to in the Patents and Copyrights section below:
- 16.1.1 Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and
 - 16.1.2 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 ENC, PUBLIC HEALTH, GOAP for the individual product or service that is the subject of the claim.

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

17. 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 ENC, PUBLIC HEALTH, GOAP. The award of the arbitrator shall be final and binding on both the parties. All disputes and arbitrations are subject to the jurisdiction of Guntur, Andhra Pradesh.

18. FALSE INFORMATION

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

19. FORCE MAJEURE

- 19.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed because of:
- 19.1.1 Any war or hostility
 - 19.1.2 Acts of public enemy, civil commotion, sabotage, explosions
 - 19.1.3 Effects of flood, epidemics, quarantine restrictions, freight embargoes, general strikes, and bandhs.
 - 19.1.4 Acts of God
- 19.2 Hereinafter referred to as EVENT, neither party shall, because of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, if notice of happening, of any such EVENT is given by either party to the other within 7 (Seven) days from the date of occurrence of the EVENT.

- 19.3 Unless otherwise directed by the ENC, PUBLIC HEALTH, GOAP in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.
- 19.4 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.
- 19.5 If the performance in whole or part of any obligation under this contract is prevented or delayed because of any such EVENT for a period exceeding 90 (ninety) days, ENC, PUBLIC HEALTH, GOAP may at its option, terminate this contract.
- 19.6 In Case of termination of contract due to force majeure event ENC, PUBLIC HEALTH, GOAP would not pay any amount to the bidder.

20. TERMINATION ON DEFAULT

20.1 Default is said to have occurred:

- 20.1.1 If the bidder fails to deliver any or all the services within the time specified in agreement or any extension thereof granted by ENC, PUBLIC HEALTH, GOAP
- 20.1.2 If the bidder fails to perform any other obligation(s) under the contract.
- 20.1.3 If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from Superintending Engineer (or takes longer period in- spite of notice), may terminate the purchase order in whole or in part. In addition to above, ENC, PUBLIC HEALTH, GOAP may at its discretion also take the following actions:
 - 20.1.4 Forfeiture of its Performance Security Deposit and/or any due payment, imposition of liquidated damage as per rules/laws applicable, debarring/blacklisting the bidder(s).
 - 20.1.5 ENC, PUBLIC HEALTH, GOAP may get work from another bidder, upon such terms and in such manner, as it deems appropriate, and the defaulting bidder shall be liable to compensate ENC, PUBLIC HEALTH, GOAP for any extra expenditure involved towards goods and services to complete the scope of work in totality and 10% of the total value of purchase order as cancellation charges through invocation of Performance Security/Bank Guarantee.
- 20.1.6 ENC, PUBLIC HEALTH, GOAP may at any time terminate the rate contract/purchase order by giving 30 days written notice to the firm/bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

21. TERMINATION FOR INSOLVENCY:

If the bidder becomes bankrupt or is otherwise declared insolvent, then ENC, PUBLIC HEALTH, GOAP 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 ENC, PUBLIC HEALTH, GOAP.

- 21.1 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 ENC, PUBLIC HEALTH, GOAP.

22. CANCELLATION OF TENDER

- 22.1 ENC, PUBLIC HEALTH, GOAP reserves the right to cancel the tender or modify the requirement without assigning any reason at any stage. ENC, PUBLIC HEALTH, GOAP will not be under any obligation to give clarifications for doing the afore mentioned.

22.2 ENC, PUBLIC HEALTH, GOAP in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

23. INDEMNITY

23.1 The successful bidder(s) shall indemnify the ENC, PUBLIC HEALTH, GOAP/ End-user departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied licenses and related services or any part thereof. ENC, PUBLIC HEALTH, GOAP/End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

23.2 Also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the ENC, PUBLIC HEALTH, GOAP/its customers against the effect of no observance of any such laws.

24. WARRANTY:

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

25. MAINTENANCE UNDER CONTRACT:

25.1 Maintenance services shall be provided at the specified locations of installation of the solution.

25.2 Maintenance shall include OS Patches, updates & related software/ content upgrades/ updates/ renewals and maintenance of hardware.

25.3 The service tickets if any shall be attended on immediate basis. The bidders are also required to quote for maintenance on a yearly basis. The bids received without quotes for maintenance would be out rightly rejected.

25.4 Payments for yearly maintenance after warranty period will be released quarterly upon attending all the service requirements.

Section V – Special Conditions of Contract

1. CONTRACT AGREEMENT

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

2. SURVAILLANCE AND QUALITY CONTROL

- 2.1 The bidder must provide with Quality Assurance Check list detailing quality checks that will be carried out onsite/ off site for confirmation of technical specifications with-in 7 days from the award of Letter of Award and take approval from the employer.
- 2.2 The Technical Evaluation Committee and 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/ENC, PUBLIC HEALTH, GOAP 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 in ULB for information and necessary action.
- 2.5 If any technical/operational defects are found in the Educational Digital Contents at any point of time (during the period of contract), the same will have to be rectified/ replaced free of cost by the bidder. The bidder is also bound to make the necessary modification in the Educational Digital Contents as per the feedback received from the teachers throughout the contract period or content decided by State Council Education Research and Training (SCERT).

3. PROJECT PROGRESS REPORTING

The IT Assistant cum Resource Person shall submit monthly report to the Competent Authority/ E'N'C, PUBLIC HEALTH, GOAP every quarter regarding usage of smart classrooms by the particular teacher.

4. SAFE KEEPING AND MAINTENANCE OF EQUIPMENT

- 4.1 Safety, security, maintenance & insurance of the equipment and infrastructure at the school shall be responsibility of successful bidder during the implementation of the project. Thereafter, it will be the responsibility of the concerned HoS.
- 4.2 The Bidder shall bear all the cost and expenses associated with onsite warranty and maintenance.
- 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. ULB has ownership rights on the entire infrastructure supplied and installed in the Classroom.

5. RISK MITIGATION

- 5.1 The successful bidder shall obtain Third-Party Liability Insurance for the equipment. The Insurance shall cover shall be for the entire duration of contract.
- 5.2 The successful bidder shall obtain Worker's Compensation Insurance in accordance with the statutory requirements. The Insurance shall cover the entire duration of the contract period. A copy of the Insurance certificate is to be submitted to Superintending Engineer (PH), Anantapuram by the time of releasing the payment.
- 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 based on loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be summarily rejected by the ENC, PUBLIC HEALTH, GOAP without any kind of response to the successful bidder& the

successful bidder shall not be entitled to make any claim / remission on that account, to that extent an undertaking shall be given at the time of agreement.

6. PROJECT COMPLETION

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

7. The bidder shall impart digital content in English and Telugu both as the medium of the instruction as prescribed for the school concerned.
8. The bidders must accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. ENC, PUBLIC HEALTH, GOAP however, reserves the right to reject any or all the offers. The successful Bidder will provide onsite comprehensive during the period of warranty and maintenance on receipt of any complaint of fault in the installed equipment / software provided by the bidder shall be rectified within 72 hours. Comprehensive warranty will also include cost of consumables like cables, Lamp of the Projector and any part of computer and server etc.
9. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the students and Schools staff because negligence on the part of employees of the successful bidder during the installation and maintenance of the Smart Classrooms. (The employees of the bidder should be of the high integrity and moral value).
10. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis on all working days during working hours. No separate charges for delivery of goods would be paid by the office.
11. The successful bidder shall not cause any damage to the School property either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused to the school wall/boundary/gate/ advertisements etc. because of negligence during the establishment of Smart Classrooms. The decision of ENC, PUBLIC HEALTH, GOAP will be final and binding upon the successful bidder about liability and quantum of damages to be paid by him.
12. The Successful bidder shall not cause any interference/hindrance to any activity of any government authority at the School Site regarding 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.

The successful bidder must 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

Statement showing the information about the approximate No. of Classrooms for Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh.

Sl. No.	Name of the District	Name of the ULB	No. of High Schools	No. of Classrooms required to be converted	No. of Upper Primary Schools	No. of Classrooms required to be converted	No. of Primary Schools	No. of Classrooms required to be converted	Total Schools	Total No. of Classrooms required to be converted
1	Kurnool	Nandyal	3	35	3	11	9	34	15	80
TOTAL			3	35	3	11	9	34	15	80

Annexure – II (A) – TECHNICAL SPECIFICATIONS

1. LED Display with Interactive & Computing Device

Sl. No.	Specification	Requirement
1	Display	LED - Backlight
2	LED Screen Size	65- inch
3	Display Resolution	1920 X 1080 Pixel
4	Scale	16:9
5	Display Colours	10 bit
6	Brightness	500 nits
7	Contrast	5000:1
8	Response Time	6 ms
9	Life Span	60,000 hours
10	Inlay Mode	Built-in
11	Max Visual Angle	≈ 180 degrees
12	Speakers	2 X 10 Watts
13	Speakers Freq. Response	80 Hz +/- 20% - 18KHz
14	Touch Surface	Tempered Anti-Glare Glass
15	Touch Technology	True Flat
16	Touch Points	10 Points simultaneously
17	Inlay Mode	Built-in
18	Positioning Precision	+/- 2mm
19	Scanning speed	First point $\leq 10\text{ms}$, continuous speed $\leq 17\text{ms}$
20	Writing mode	Pen, Stylus, Finger or anything not transparent
21	IR touch-screen touch mode	Embedded drive-free IR touch (Ten Point)
22	IR Touch Resolutions	32767 X 32767
23	IR touch system communication terminal	USB
24	Mounting	Wall / Floor

25	Input Port	RJ45 X 1 HDMI X 2 RS232 X 1 RF(ATV+DTV) X 1 VGA Audio In / Video 2 (Video + Audio) x 1 (combined) VGA X 2 Component / Video Input X 1 (Combined) USB X 2 Audio X 1, TF Card X 1 HDMI & HML port X 1 PC USB X 1, TV USB X 1 & Touch USB X 1
26	Output Port	Digital Audio Port X 1 AV (Video + Audio)/VGA Audio X 1 (combined) VGA X 1, Touch USB X 1
27	Built in Wifi	Yes
28	Power Supply	220 V AC, 50/60Hz
29	Power Consumption	Standby: <0.5W Working: 250W
30	Working Humidity	≤90% RH
31	Working temperatures	0 to 50°C
32	CPU	i3 / i5
33	GPU	Intel HD Graphics
34	RAM	4 GB
35	Hard Disk	500 GB
36	OS	Windows 10

2. NETWORKING SPECIFICATION

LAN Equipment	24 Port Smart Switch with loop back detection, 24 x 1 CAT6 Patch Panel, RJ-45 connector, I/O box, Necessary electrical items and cables to connect and access device/terminal to desktop computer as per requirement.
Make of 24 Port Smart Switch	D-Link/DAX/Cisco/HP/HCL
Warranty	Comprehensive onsite warranty for 2 years followed by 3 years of maintenance.

3. Webcam

1	USB3.0 super speed output or higher
2	12MP optical lens, 4x digital zoom or higher
3	108-degree field of viewing or higher
4	720p 30 FPS high definition or higher
5	WDR, 3DNR, BLC, Anti-flicker feature

6	UVC control (via USB3.0 port)
Over all maintenance for entire equipment for five years	

4. Speakers with Wireless Microphone

Sl. No.	Specification	Requirement
1	Wattage	75 Watts (Music Power)
2	Input Channels	2 Mikes / 1 AUX
3	Frequency Response	100 Hz to 15 KHz +/- 3dB
4	Tone Control	Bass & Treble (Cut Type) Bass at 100Hz – 5dB Treble at 10KHz – 5dB
5	Power Requirement	AC 220-240 V 50/60 Hz DC 12 V Rechargeable Battery (In Built)
6	Battery Backup	5 Hours
7	In-Built	USB Player / Recorder with FM Player
8	Bluetooth Facility	Yes
9	Indication	LED Indicators for power and battery charging
10	Provision	To Connect External Speakers – 2 X 8 Ohms speakers
11	Mode of Use	Mobile & Static
12	Mike	1 XLR Mike
13	Remote	Yes
14	Cordless Mike	Effective Distance – 25 to 30 ft. – Dynamic Unidirectional Battery – 1 X 9v Battery

5. UPS

Parameter	Specification	Requirement	
Model	Capacity	1KVA / 700W	
Input	Nominal Voltage	230 Vac (single phase)	
	Voltage Range	80 ~ 280 Vac (full load) *	
	Frequency	50 or 60 ± 5 Hz	
	Power Factor	0.97	
	Electrical Connection	IEC320 C14	
Output	Voltage	230 Vac (single phase)	
	Voltage Regulation	± 2%	
	Frequency	50 or 60 ± 0.05 Hz	
	Transient Response	< 8% (10 ~ 90% linear load)	
	Voltage Harmonic	£ 3% (linear load)	
	Overload Capability		< 105%: Continuous; 105 ~ 125%: 3 minutes
			125 ~ 150%: 30 seconds; > 150%: 1 second
	Receptacle		India type 10A x 2
Battery	Rating Voltage	36 Vdc	
	Charge Current	Built-in: 4A (adjustable)	
		Extra charger (optional): 4A (external installation)	
	Electrical Connection	Terminal Block	

Display	LED	Online, Bypass, On-battery, Overload, Battery low, Fault, Replace battery, Battery level, Loading level
Interface	Standard	RS232 x 1, Smart Slot x 1
	Management Peripherals	Mini SNMP card, Mini ModBus card, Mini relay I/O control card, Mini USB card, Mini TVSS card
Conformance	Safety	CE, EN62040-1-1
	EMC	CISPR 22 ClassA
Others	Battery-start	Yes
	AC-start	Yes
	External Battery Pack	Optional
Overall	Efficiency (AC-AC)	> 87% (full load)
	Temperature	0 ~ 40°C
	Relative Humidity	0 ~ 90% (non-condensing)
	Audible Noise (at one meter)	40 dBA
	Dimensions (WxDxH)	140 x 362 x 267 mm
	Weight	5 kg
Certifications	ISO 9001-2008, ISO 14001-2004 for OEM	
	Proposed model of UPS should be CE/ IEC certified	

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

Virtual Classroom	
1.	Should support about 6000 smart classes on same call simultaneously with two-way interactivity between teacher and students.
2.	Should be able to stream video seamlessly at more than 20% packet loss
3.	The Virtual Classroom Software must adapt to the available bandwidth automatically at the start of each call. The Virtual Classroom Software must also react and adapt to any available bandwidth changes during the call.
4.	Teacher or admin should be able to schedule classes from a cloud hosted application which supports features such as lesson planning, assessments, analytics, customizable reports etc.
Content Management System	
5.	Comprehensive lesson planning: The lesson planning tool should enable teachers to create effective lesson plans in a very short span of time and push the relevant resources to students in a scheduled manner by integrating the Multi-level curriculum mapped content and additional external content into the lesson plan.
6.	Multi-level curriculum mapped content: Interactive multimedia content that is mapped to the curriculum and helps teach complex topics in a very simple manner should be provided.
7.	Assessment/assignment: Should have question bank of over 1,00,000 questions through which teachers can continuously assess
8.	Report Generation: Assessments conducted digitally should be graded automatically and reports should be generated automatically cutting down on time spent by teachers on these tasks.
Digital Content	
9.	Contents are mapped as per AP State Govt Curriculum for class I to X Contents should be available in English as well as Telugu.
10.	The multimedia educational contents should be mapped as per class wise, subject wise, chapter wise and topic wise.
11.	Standard lesson plans as per AP State Govt Education Syllabus for class I to X. Facility to customized lesson plans by the teacher.
12.	A blend of Videos, Interactive material, pictures, flowcharts and text that unfolds all the concepts in a layered, structured and hierarchical format.
13.	Inclusion of multimedia content based on story lines, minimum 2D animation, interactive games, live coverage, real life examples, music and riddles etc.
14.	Facility to incorporate own multimedia contents and contents from other resources like Computer Aided Learning (CAL), Directorate Of Education.
15.	Provision to incorporate E-books especially of AP State Govt School Education Syllabus.
16.	AP State Govt (SCERT) Syllabus specific MCQs, Quizzes, Chapter wise Question with answer, Higher order Thinking based questions (HoTs), Model Summative Assessment question papers and Value based Question (VBQ)
17.	Practice material for OTBA (Open Text Based Assessment)
18.	Facility to change platform of digital contents from English to Telugu and vice versa.
19.	Facility to generate administrative reports as regard usage of software by the individuals in the smart classroom; preferred: subject wise, class wise and teacher wise usage report

	and printable thereof.
20.	There should be proper security features to protect the system from misuse within the class and online
21.	Support Manual (to include Installation academic content, Administration Manual and operational, instructional User Reference etc.) in English/Telugu.
22.	Educational digital content should be as per Subjects, Medium and syllabus as stated in table in Annexure- II (B).

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

Annexure – II (C) – SCERT MAPPED CONTENT

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

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

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

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

14. Is your organization having ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.
15. Do you have a local representation/office? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office

Amount of **Earnest Money deposited (EMD): ₹ 5,00,000 (Five lakhs Rupees only)** by way of Bank Guarantee in respect of Earnest Money Deposit (EMD) The Superintending Engineer, Public Health Circle, Ananthapuram from a Nationalized Bank / Scheduled / Bank.

All other Annexure, self-attested copies of the documents are to be submitted with the bid at O/O Engineer-in-Chief (PH) Guntur.

Signature of Bidder/Bidder

Date: _____

Annexure – III (A) – BID LETTER

Date: dd/mm/yyyy

To,
The Engineer-in-Chief,
Public Health,
Government of Andhra Pradesh, Guntur

Subject: Supply, Installation and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for five years.

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 and Maintenance of Virtual and Digital Classroom Solution for Municipal High Schools, Upper Primary and Primary Schools in Nandyal, Andhra Pradesh for five years, training to teachers, providing Resource Persons, submit the following information/undertaking/declaration for consideration of the E'N'C, PUBLIC HEALTH, GOAP.

1. Price and Validity

- 1.1 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 180 Days from the last date of submission of bids.
- 1.2 We do hereby confirm that our bid prices include all Taxes and CESS.

2. Earnest Money

- 2.1 Amount of Earnest Money deposited (EMD): ₹ 5,00,000/- (Rupees Five Lakhs only) in the form of DD from a Nationalised Bank/ Scheduled commercial bank in favour of **Executive Engineer-in-Chief, Public Health, Kurnool** payable at Kurnool should be enclosed with its No. & Date superscripted on the envelope to be deposited physically.

3. Bid Pricing

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

4. Qualifying Data

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

5. DECLARATION

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

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

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

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

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

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

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

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

Sealed Bid submitted by us is properly submitted to prevent any subsequent alteration and replacement.

Thanking you,

Yours faithfully,

Place:

(Signature)

Seal:

Name:

Designation:

Business Address:

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Annexure – III (B) – FINANCIAL INFORMATION SUMMARY

(TO BE CERTIFIED BY PRACTICING CHARTERED ACCOUNTANT)

Name of the company:

Sl. No.	Details	(Rs. Crores)			
		2013-14	2014-15	2015-16	TOTAL
1.	Total Turnover				
2.	Profitability (Profit after Tax)				

Note: Please enclose audited financial statements for the respective years

Signature and Seal of Chartered Accountant

Annexure – III (C) – DETAILS OF PREVIOUS EXPERIENCE

DETAILS OF ESTABLISHING ICT/SMART CLASSROOMS IN THE LAST 5 YEARS

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

Signature of the Bidder with seal

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

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

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

Signature of the Bidder with seal

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

S. No.	Item /Deliverable Name	OEM	Brand/ Model No.

Signature of the Bidder with seal

Annexure – III (F) – COMMITMENT LETTER OF SUPPORT

Date.....

To,
The Engineer-in-Chief,
Public Health,
Guntur

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 five years of maintenance from the date of installation.
- b) The service support will be provided onsite at no cost to the respective ULB.
- c) The service support will be comprehensive in the warranty period hence no extra charges are to be paid for any Hardware failure by the ENC, PUBLIC HEALTH, GOAP/ULB.
- d) We will provide warranty and spares up to quoted time or mentioned in tender document, even in case of authorize representative/dealer terminated by us and we will transfer responsibility of authorized representative/dealer to another dealer in case of termination of main bidder.

Signature

Name

Designation

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

UNDERTAKING ACCEPTANCE REGARDING IMPLEMENTATION SCHEDULE AND PAYMENT TERMS

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

Signature of the Bidder with seal

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

SUBMISSION OF TECHNICAL BID:

S.No.	Document	Whether the document is enclosed (Yes/No)	Page No.
1.	Copy of DD in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled commercial Bank drawn in favour of The Executive Engineer, Public Health payable at Kurnool.		
2.	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 Engineer-in-Chief, Public Health / 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.	Copy of completion certificate from the user agency certifying the successful completion of the similar work done by the bidder		
8.	Copy of undertaking that after the award of the work to them, they will open a support office in Guntur manned with their own qualified support staff/Engineer with their Customer Care Number		
9.	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 2013-14, 2014-15, and 2015-16)		
10.	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.	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.	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.	Copy of Affidavit to the effect that the correct information has been furnished in the tender		
15	Copy of solvency certificate is to be submitted		
16	Copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted		
17	Compliance Sheet for the technical Specification as per Annexure II(A), II(B), II(C)		
18	Annexure-III(A)- Bid letter		
19	Annexure-III (B)-Financial Information Summary		
20	Annexure-III (C)- Details of Previous Experience		
21	Annexure-III (D)-Details of Multimedia Digital Content already developed by the bidder		
22	Annexure-III(E)-Undertaking regarding acceptance of implementation schedule and payment terms		
23	Annexure-III (F)-Checklist of the documents		
25	Annexure-IV-Format for financial bid		
26	Annexure V(A)-Consolidated cost sheet		

Annexure – IV – FORMAT FOR FINANCIAL BID

Sl. No.	Item	Number of Classrooms	Price (in INR) Per Classroom	Total Price
1	Cost per classroom including Hardware and necessary software with content licenses for all required items as per technical specifications mentioned in the Annexure II(A), II(B), II(C).	80		
2	All Applicable Taxes			
	Sub Total			
3	Software Updates with necessary licenses and Maintenance of Hardware for five years	80		
4	All Applicable Taxes			
	Grand Total			

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

Instructions to Bidder for Financial Bid

1. ENC, PUBLIC HEALTH, GOAP reserves exclusive rights to increase/decrease the quantities of equipment required, if any additional quantity required a separate PO will be issued.
2. Bidder must quote price for the project with respect to total expenditure for each classroom as per Annexure II (A), II (B), II (C).
3. Bidder must inspect site before quoting for project regarding requirements. They can do a site survey for better understanding the project requirements. ULB's or department official are not responsible for any additional accessories or equipment requirements.
4. Quoted price must be inclusive of all applicable taxes.
5. No further claims to be entertained by the bidder once the number of classrooms is finalized.
6. Technical Resource should be maintained by the bidder to ensure system operational as per SLA.
7. All the items should be quoted as per the technical specifications mentioned in the TENDER document. Any deviations observed serious action will be taken and bidder will be blacklisted.

Date:

Signature of the Authorized Person

Name: _____

Company Seal: _____

Annexure – V – SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

1. The supplied solution should be under two years free maintenance warranty.
2. Bidder guarantees that for the supplied solution faults/bugs or downtime should not exceed 2% averaged on a yearly basis for 8x6x52 hours of operation
3. The permissible downtime of 3% will further be subject to maximum downtime of 72 hours at a stretch at any instance. The maximum time to repair (MTTR) to any complaint will not exceed 72 hrs. However, prior exception to the above MTTR/downtime shall be taken from E'N'C, PUBLIC HEALTH, GOAP on case-to-case basis.
4. During the warranty: In case the maximum time to repair supplied solution or downtime exceeds the above-mentioned duration (72 hrs) then penalty clause at clause 6 (a) below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above at clause 2
5. Penalty clause for non-conformance to above SLA:
If defects/bugs are not rectified with the specified period (i.e. 72 hours), as per Section-IV, point 20 & 21 – Penalty Clause
6. Superintending Engineer may deduct penalty amount from the due payments or from Performance Security as the case may be. In any case, if the complaint is not resolved within 5 days from the time of reporting of fault, the Performance Security submitted by the Bidder to Superintending Engineer (PH), Anantapuram shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and E'N'C, PUBLIC HEALTH, GOAP may terminate the contract. The Procuring Entity reserves the right to terminate maintenance and repairs contract, after warranty period any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.
7. The delay due to force majeure conditions, National Holidays, Sundays, Closure of site/non-accessible of site shall be excluded from the penalty subject to submission of notice/letter/document duly endorsed by concerned authorities.
8. The Downtime of the equipment starts from the time E'N'C, PUBLIC HEALTH, GOAP/ULB/customer complaint is logged in at the bidder's address (email IDs) as provided by the bidder for escalating complaints. Any delay in escalating a complaint shall be excluded from the availability calculations. Escalation matrix with time shall be provided by bidder.
9. Bidder should provide a satisfactory certificate duly signed and stamped by the user after completion of warranty period failing which performance guarantee will not be released till then.

Annexure – VI – CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the Day of 2017 between E’N’C, PUBLIC HEALTH, GOAP /ULB of the one part and (Name of Successful bidder) and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns, a (state the type of contracting entity) body, having its principal office at _____

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

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

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

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

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

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

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

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

The rate quoted by the selected Successful bidder, and as approved by the E’N’C, PUBLIC HEALTH, GOAP, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.

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

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

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

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

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

Total Value:

Delivery Schedule:

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

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

<p>For and on behalf of the 'Agency/firm/ company'</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the "Authorized Signatory, of the firm / company"</p> <p>In the presence of Witness: Name: Address:</p>	<p>For and on behalf of the "E'N'C, PUBLIC HEALTH, GOAP"</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the E'N'C, PUBLIC HEALTH, GOAP /ULB.....</p> <p>In the presence of Witness: Name: Address:</p>
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Annexure – VII – BANK GUARANTEE FORMAT

Sample Form of Bank guarantee for Bid Security / EMD

‘WHEREAS,.....(Name of Bidder) (here in after called “the Bidder”) has submitted his Bid dated (date) for the construction of

.....(Name of contract) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We (Name of bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto (name of employer) (hereinafter called “the Employer”) in the sum of for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

OR

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required: or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, Without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to

him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

.....

WITNESS.....

SEAL.....

(Signature, name, and address)

.....

.....

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be same as shown in Clause 1 of the Tender Notice in Volume III of Bid Document.
2. 60 days after the end of the validity period of the Bid. Date should be inserted by the Employer.

Sample Form of Bank guarantee for Performance Security

In consideration of the Public Health Engineering Department (hereinafter called " the Employer") having agreed to exempt (hereinafter called " the said Contractor ") from depositing with the Department in cash the sum of Rs..... (Rupeesonly) being the amount of Performance Security payable by the Contractor to the Department under the terms and conditions of the Agreement dated the day of 2002 and made between the Department of the one part and the Contractor of the other part (hereinafter referred to as "the said Agreement") for as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Department a Guarantee in the prescribed form of a Schedule Bank in India being in fact these presents in the like sum of Rs..... (Rupees Only).

We Bank/Limited registered in India under Act and having one of our Local Head Office at Do hereby :

1. Guarantee to the Department:

a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor in the said Agreement,

AND

b) Due and punctual payment by the Contractor to the Municipal Corporation of Hyderabad. of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Department by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the Department on demand and without dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum Rs..... (Rupees only) or such lesser sum as may be demanded by the Department from us our liability hereunder being absolute and unequivocal and agree that –

3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Department certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

b) We shall not be discharged or released from the liability under this Guarantee by reasons of :

(i) Any change in the constitution of the Bank or the Contractor ;

- (ii) Any agreement entered into between the Department and the Contractor with or without our consent ;
- (iii) Any forbearance or indulgence shown to the Contractor;
- (iv) Any variation in the terms, covenants or conditions contained in the said Agreement;
- (v) Any time given to the Contractor ; or
- (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs..... (Rupeesonly).

d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

e) Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs _____(Rupees _____).Our guarantee shall remain in force upto

IN WITNESS WHEREOF the Common Seal ofhas been hereunto affixed this Day of 20..

The common seal of was pursuant to the resolution of the Board of Directors of the Company dated the day of20.. herein affixed in the presence ofwho, in token thereof, have hereto set their respective hands in

the presence of -

1.
2.

Sd/-

Engineer-in-Chief(PH)