

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under  
Smart School Phase - II



**REQUEST FOR PROPOSAL**

“Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under  
Smart School Phase – II”

RFP Ref. No. JSCL/2021/1134/ADM/42, Dated 08 October 2021

Jabalpur Smart City Limited (JSCL)  
MANAS BHAWAN, HOTEL SATYA ASHOKA ROAD,  
WRIGHT TOWN,  
JABALPUR, MADHYA PRADESH 482002

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under  
Smart School Phase - II

**JABALPUR SMART CITY LIMITED**

Ref No JSCL/2021/1134/ADM/42

Date 08-10-2021

**Request for Proposal**

Jabalpur smart city limited (SPV), invites online proposal for “**Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II**” from eligible firms having experience of similar type of work. Interested bidders may obtain detail RFP Document, from [www.mptenders.gov.in](http://www.mptenders.gov.in).

<b>Particulars:</b>	
Tender reference Number	
Online Pre-Bid Meeting	28 10 2021
Last date for purchase the Tender	11 11 2021
Last date of online Submission	11 11 2021
Date of opening of Technical Bids	12 11 2021
Tender Document Cost	Rs 12500
Earnest Money Deposit	Rs 100000 /- Online mode

Note: Bidders are requested to well plan and submit their bids on or before the time and dates as mentioned above, on [www.mptenders.gov.in](http://www.mptenders.gov.in) to avoid any last minute delay or non-submission of bid due to technical reasons. JSCL shall not be liable for any technical issue on the portal.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under  
Smart School Phase - II

**DISCLAIMER**

The information contained in this REQUEST FOR PROPOSAL document ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Jabalpur Smart City Limited ("JSCL") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by JSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by JSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for JSCL, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a 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. JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

JSCL 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 RFP.

JSCL 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 RFP.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under  
Smart School Phase - II

The issue of this RFP does not imply that JSCL is bound to select a Bidder or to appoint the Preferred Bidder or Successful Bidder, as the case may be, for the Project and JSCL 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 JSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and JSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**Contents**

Abbreviations & Definitions .....	9
1. General Conditions of Contract (GCC) .....	12
1.1. Definitions .....	12
1.2. Special Conditions of Contract (SCC) .....	13
1.3. Notices .....	13
1.4. Location .....	14
1.5. Authorized Representatives .....	14
1.6. Taxes and Duties .....	14
1.7. Scope of Services, Commencement, Completion, Modification of the Contract .....	14
1.8. Termination .....	15
1.9. Obligations of the Bidder .....	16
1.10. Conflict of Interests .....	17
1.11. Insurance .....	17
1.12. Indemnity .....	19
1.13. Bidder's Actions Requiring Client's Prior Approval .....	19
1.14. Reporting Obligations .....	19
1.15. Documents supplied by the Bidder to be the Property of the Client .....	19
1.16. Intellectual Property Rights of Assignment .....	20
1.17. Obligations of the Bidder .....	20
1.18. Bidder's Personnel .....	21
1.19. Bidder's Liability .....	21
1.20. Bidder's Representations and Warranties .....	21
1.21. Obligations of the Client .....	22
1.22. Contract Fee .....	23
1.23. Force Majeure .....	23
1.24. The Governing Law .....	24
1.25. Settlement of Disputes .....	24
1.26. Preference for Make in India (PMI) .....	25
2. INSTRUCTION TO BIDDERS .....	25
2.1 General .....	25
2.1. Consortium condition .....	26
2.2. Conflict of Interest .....	26

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

2.3. Submission, Receipt and opening of Proposals.....	27
2.4. Confidentiality .....	28
2.5 Right to reject any or all Proposals.....	29
2.6 Property Rights of Assignment Outputs.....	29
2.7 Award of Contract .....	29
2.8 Rights reserved with JSCL.....	29
2.9. Contacts during Bid Evaluation.....	30
2.10 Fraud and Corrupt Practices .....	30
2.11 Pre-Bid Conference .....	31
2.12 Miscellaneous .....	32
2.13 The Bidder .....	33
2.14 Sub-Contracting.....	33
2.15 Right to Vary Quantity .....	33
2.16 Non-disclosure Agreement.....	33
2.17 Site visit.....	34
2.18. Brief description of Bidding Process .....	34
2.19 Performance Bank Guarantee .....	34
2.20 Bid Evaluation .....	35
2.21 Qualification Information.....	36
2.22 Pre-Qualification .....	36
2.23 Technical Evaluation Criteria.....	37
2.24 Eligible Goods and Services, and OEM Criteria.....	40
2.25 Key Manpower requirements during Implementation.....	41
2.26 Bid Evaluation (Quality and cost based system) .....	42
2.27 Evaluation Methodology.....	42
3. Terms of Reference.....	45
3.1 Project Background and Objective.....	45
3.2 Scope of Work.....	46
3.2.1 Digital Classroom Setup .....	47
3.2.2 Smart School Administration Solutions .....	47
3.2.3. Civil and Electrical work .....	48
3.2.4 Networking.....	48
3.2.5. Three-year Maintenance of hardware both for smart school phase -1 & phase -2.....	48

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

3.2.6. Fundamental Training to Teachers for efficient usage of IT components.....	48
3.3. Site Visit before Bidding.....	49
3.4 Number of Proposed classrooms considered for smart classroom phase-2.....	49
3.5 Maintenance and Updation of Hardware .....	50
3.6 Key personnel during Implementation .....	50
3.7 Project Deliverables, Timelines & Payments .....	51
3.8 Service Level Agreement .....	52
3.8.1 Implementation Phase.....	52
3.8.1 Post Implementation Phase (During O & M) for 3 years.....	52
3.8 General Payment Guidelines .....	55
3.7 Project Inclusions & Exclusions .....	56
4. Details of Smart Classroom phase -1 .....	56
5. Technical Specifications .....	58
6 Bill of Quantities.....	69
6.1 Component cost for 40 Classrooms (Part A)-Capex.....	69
Total Project Cost A in INR= 6.1a (Capex) + 6.1b (Opex).....	71
6.2. 3-year comprehensive AMC Cost for Smart school phase-1 components (Part B).....	71
Price in INR .....	71
6.3 Bid Checklist .....	75
6.4 BoQ Compliance .....	76
6.5 Key Considerations .....	79
6.6 Change Control Note (CCN) .....	<b>Error! Bookmark not defined.</b>
6.6.1 Change Control .....	<b>Error! Bookmark not defined.</b>
6.6.2 Cost Control .....	<b>Error! Bookmark not defined.</b>
6.6.3 Quotation.....	<b>Error! Bookmark not defined.</b>
6.6.4 Costs.....	<b>Error! Bookmark not defined.</b>
6.6.5 Obligations .....	<b>Error! Bookmark not defined.</b>
7. Annexures .....	80
Annexure 1 Letter of Proposal.....	80
Annexure 2 – Technical Proposal Format .....	82
Annexure 2.1 Details of the bidder and its technical capability .....	82
Annexure 2.2 – Format for Project Citations .....	82
Annexure 2.3: Proposed Work Plan, Approach and Methodology.....	83

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

Annexure 3 – Financial Bid.....	84
Annexure 3.1 Financial Proposal Cover Letter.....	84
Annexure 4 - Letter of Appointment .....	85
Annexure-5 Contract Agreement between JSCL & the Bidder .....	87
Annexure 6 – Format for CV of Key Personnel .....	88
Annexure 7 - Format for Declaration by the bidder for not being Blacklisted / Debarred.....	90
Annexure 8 - Format of sending pre-bid queries.....	91
Appendix 9 – Format for Annual Turnover .....	92
Annexure 10 – Format for Performance Bank Guarantee .....	93
Annexure 11 – Self-declaration against the Rule 144 (xi) in GFRs 2017 .....	96
Annexure 12 –Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of subcontracting .....	97
Annexure 13 – Self-certification by class I Local supplier / class -II local supplier.....	98
Annexure 14 - Format for OEM Authorization .....	99
Annexure 15 – Data Sheet .....	100
Annexure 16 - Format for Declaration by the OEM for not being Blacklisted / Debarred .....	100
Annexure -17: Undertaking for procurement restrictions from bidder of a country.....	102
Annexure -18 Self declaration/ Undertaking for Make in India products .....	103
Annexure -19 Power of Attorney.....	104



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

## Abbreviations & Definitions

<b>Acronym</b>	<b>Full Form</b>
<b>JSCL</b>	Jabalpur Smart City Limited
<b>EMD</b>	Earnest Money Deposit
<b>EOL</b>	End of Life
<b>EOS</b>	End of Support
<b>UAT</b>	User Acceptance Testing
<b>IA</b>	Implementation Agency
<b>ICCC</b>	Integrated Command and Control Centre
<b>ISP</b>	Internet service Provider
<b>IT</b>	Information Technology
<b>LMS</b>	Learning Management System
<b>MIS</b>	Management Information System
<b>O&amp;M</b>	Operations & Maintenance
<b>OEM</b>	Original Equipment Manufacturer
<b>PAT</b>	Partial Acceptance Test
<b>PMA</b>	Project Management Agency
<b>RFP</b>	Request for Proposal
<b>SA</b>	Service Agreement
<b>SIT&amp;C</b>	Supply, Installation, Testing & Commissioning
<b>SPV</b>	Special Purpose Vehicle
<b>VTC</b>	Virtual Teleconferencing

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**Notice Inviting Tender**

Dated: 08-10-2021

**RFP for “Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase – II”.**

The Jabalpur Smart City Limited represented by ED, now invites bids from eligible bidder / System Integrators / Implementation agency for this project.

The complete BID document (Tender Document) can be viewed / downloaded from the MP E-procurement and Jabalpur Smart City Limited ([www.mpeproc.gov.in](http://www.mpeproc.gov.in) and [www.jscljabalpur.org](http://www.jscljabalpur.org).)

Bid must be submitted online at at **11-11-2021** by 17:00 hours, as per instructions of RFP. Bids received online shall be opened on Day/Month/Year (at 11: 00 hours IST). Bid through any other mode shall not be entertained.

Please note that JSCL reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

**Executive Director**

**Jabalpur Smart City Limited**

**Manas bhawan, Hotel Satya Ashoka road,**

**Wright town, Jabalpur, Madhya Pradesh 482002**

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**Bidding Data Sheet**

Authority /Department Name	Jabalpur Smart City Limited
Tender Number	JSCL/2021/1134/ADM/42
Name of Work	Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase – II
Name of Issuer of Tender	Executive Director, Jabalpur Smart City Limited
Period of Contract	3 months of implementation and 3 years of Maintenance of Infrastructure through AMC and Operation and maintenance of Network connectivity
Date and time of Pre-Bid Meeting	28/10/2021, 03:00 PM
Last date of Purchase Tender	11/11/2021
Date of Online Bid Submission	11/11/2021
Date of Opening of Technical Bid	13/11/2021,
Technical Presentation Date	14/11/2021
Place of Bid Opening	Jabalpur Smart City Limited
Address for Pre-Bid Meeting and other communication	Jabalpur Smart City Limited (JSCL), MANAS BHAWAN, HOTEL SATYA ASHOKA ROAD, WRIGHT TOWN, JABALPUR, MADHYA PRADESH 482002
EMD amount / Bid Security	INR 1,00,000/- ( EMD exemption for MSME on submission of valid certificate specifying the same)
Tender fee	12500/
Availability of Tender	<a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> and <a href="http://www.jscljabalpur.org">www.jscljabalpur.org</a> .
Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
Consortium	As per the nature and scope of work. No consortium is allowed in this project
Bid Evaluation	The selection will be done through Quality cum cost based selection process.

**Note:** JSCL reserves the right to change any schedule of bidding process.

## 1. General Conditions of Contract (GCC)

### 1.1. Definitions

Unless the context otherwise requires, the expressions wherever used in the Contract shall have the following meanings:

- a) **“Additional Services”** means the services other than the normal Scope of Services mentioned under RFP Document of the Contract to be carried out by the bidder only after receiving a written communication from the Client.
- b) **“Applicable Law(s)”** shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time.
- c) **“Assignment”** shall mean the Services to be provided, carried out and/or performed by the Bidder under the terms of the Contract for JSCL Project.
- d) **“Affiliate” or “Associate”** shall mean a body corporate or any other legal entity which is under the control of the Bidder or does have control over the Bidder, directly or indirectly.
- e) **“Business Day”** means a Day, other than Saturday and Sunday, on which banks in Jabalpur are open for normal banking business.
- f) **“Competent Authority” means** the agency or the person authorized by Government of Madhya Pradesh, to exercise the powers and discharge the functions of the Competent Authority under appropriate Regulations. Different persons or authorities may be authorized to perform different functions.
- g) **“Contract Price” or** means the Fee payable/ paid by the Client, under the terms of the Contract, to the bidder.
- h) **“Bidder”** means the person or entity contracted with the Client to provide the Services as specified in the Contract.
- i) **“Contract” or “Agreement” means** the contract Agreement entered between the Client and the bidder together with all the Appendices, Annexure and schedules mentioned and enclosed hereto.
- j) **“Client’s Representative”** means any individual or any agency appointed by the Client to act on its behalf for the Assignment.
- k) **“Days”** refer to calendar days, unless otherwise stated.
- l) **“GCC”** mean the General Conditions of Contract.
- m) **“JSCL” means** Jabalpur Smart City Limited incorporated under the provisions of the Companies Act, 2013.
- n) **“JSCL Area”** means the area as denoted in the Jabalpur Smart City Proposal, as amended from time to time.
- o) **“Government” means** the Government of Madhya Pradesh (GoMP) and the Government of India (GoI) and shall include any department, authority and/or body within their respective or joint control discharging governmental and administrative functions.
- p) **“Letter of Appointment” or “LOA” means** the letter No. \_\_\_\_\_ dated issued by JSCL to the Bidder including all other letters as may be issued by the Client or

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

any one of them incidental and in relation thereto in respect of the Assignment.

- q) **"Party"** means the Client or the bidder, as the case may be, and "Parties" means both collectively.
- r) **"Personnel" means** persons engaged by the bidder to the performance of the Services or any part thereof.
- s) **"Project"** means the Provide the services to JSCL.
- t) **"RFP" or "RFP Document"** means Request for Proposal documents issued by the Client to the shortlisted parties for the Services including any amendments thereof made from time to time.
- u) **"SCC" means** the "Special Conditions of Contract" of the Contract Supplementing the General Conditions of Contract.
- v) **"Services"** means and includes the Scope of Services to be provided or carry out or performed by the bidder pursuant to the terms of the Contract and as described in RFP Document.
- w) **"Technical Advisory Committee"** means the Committee that may be appointed by the Client to review the Services rendered by the Bidder as per the scope of Services.
- x) **"Third Party"** means any person or entity other than the Client and the Bidder.

## 1.2. Special Conditions of Contract (SCC)

- a) In case the Jabalpur Smart City is dissolved, the bidder has to successfully implement the project as defined in RFP meeting all the conditions and handover it to the Jabalpur Municipal Corporation.
- b) JSCL has right to de-scope any line item (as per bill of Quantity) partially or completely at any time if required, provided the cost of the de scope line items quantity or services is less than or equal to 20 percent of the total quoted price by the bidder on the Bill of quantity mentioned in the RFP.
- c) The overall cost of quantity of goods procured, works or services originally specified in the bidding documents may be either increased or decreased up to  $\pm 20$  percent as per requirement or as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents

## 1.3. Notices

- Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the SCC, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**1.4. Location**

- The Scope of Services shall be performed by the Bidder as per the terms specified in the RFP Document and the Contract;
- The Bidder shall in normal course attend meetings in Jabalpur or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GoMP and Technical Advisory Committee as may be considered necessary by the Client.

**1.5. Authorized Representatives**

- Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Client or by the Bidder may be taken or executed only by the officials designated and authorized by the Parties as specified in the SCC unless changed subsequently by either of them in writing.

**1.6. Taxes and Duties**

- Unless otherwise specified in the SCC or any subsequent communication, the bidder shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws of India, the amount of which shall be deemed to have been included in the contract Fees.

**1.7. Scope of Services, Commencement, Completion, Modification of the Contract**

**1.7.1 Scope of Services**

The bidder shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Bidder. The Bidder shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 4.7.5.

**1.7.2 Effectiveness of Contract**

The Contract shall come into effect on the date the Contract is signed by both the Parties unless otherwise stated in the SCC.

**1.7.3 Commencement of Services**

The Bidder shall commence the Services after execution of the Contract as mentioned in the Letter of Appointment issued by the Client.

**1.7.4 Term and Expiration of Contract**

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Document.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**1.7.5 Modification**

- Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Contract Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- For any Additional Services provided by the Bidder at the request of the Client, the Client shall pay the Bidder additional fees as may be mutually agreed in writing. This will be in addition to the Contract Fees agreed in the Contract.
- Any modifications suggested by the Technical Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Bidder in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the Contract fees provided under the contract.

**1.8. Termination**

**1.8.1 by the Client**

The Client shall have the right to terminate the Contract, by giving not less than 30 (thirty) days' written notice of termination to the Bidder; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

- d) If the Bidder does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 30 (thirty) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing.
- e) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a continuous period of not less than 60 (sixty) days.
- f) If the Bidder becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- g) If the Bidder fails to comply with any final decision reached as a result of arbitration proceeding;
- h) If the Bidder submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Bidder knows to be false;
- i) If the Bidders, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- j) if the assignment is not proceeding in accordance with the terms of contract
- k) For the purpose of this Clause:
  - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

### **1.8.2 Cessation of Rights and Obligations.**

Upon termination or upon expiration of the Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued up to the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law, (iv) obligation of liability/warranty for the Services on part of the Bidder, (v) the indemnities contained hereunder, (vi) Notices and (vii) Dispute Settlement.

### **1.8.3 Cessation of Services**

Upon termination of the Contract by notice of the Client, the Bidder shall, immediately upon receipt of such notice, take all reasonably practicable and necessary steps to bring the Services to a close in a prompt and orderly manner without causing inconvenience to the Client and shall make reasonable efforts to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the Client for the use of the Bidder which are the property of the Client, the Bidder shall proceed to deliver the same to the Client, the delivery of documents prepared by the Bidder being subject always to the payment by the Client of all fees and costs becoming properly due under this Agreement.

In case the Bidder does not perform as per the conditions of the Contract, the Client may after giving notice to the Bidder, engage external Bidder at reasonable market rates to perform the Services not so performed, at the risk and cost of the Bidder.

### **1.8.4 Payment upon Termination**

Upon earlier termination of the Contract the Client shall make the payments to the Bidder on proportionate basis for the Services satisfactorily rendered and/or performed by the Bidder up to the date of notice of termination within 30 days from the date of termination. The Client shall not make any direct payments to any sub-Bidder appointed by the Bidder and shall not be responsible for any liabilities thereof.

## **1.9. Obligations of the Bidder**

- The Bidder shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act,



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Sub-Bidder or any Third Party.

- In addition to the above, the Bidder shall also comply with the provisions as mentioned in SCC (special conditions of the contract).

### **1.10. Conflict of Interests**

#### **1.10.1 Bidder Not to Benefit from Commissions Discounts, etc.**

- The fees of the Bidder shall constitute the Bidder's sole fees in connection with the Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidder, and agents of either of them, similarly shall not receive any such additional fees from any third party.

#### **1.10.2 Confidentiality**

- The Bidder shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from the Client.
- The Bidder, their Sub Bidder and the Personnel of either of them shall not utilise & disclose any proprietary or confidential information relating to the Services, the Contract or the business or operations of the Client without the prior written consent of the Client. This obligation shall not apply to information:
  - i. which is or becomes available to the public other than by breach of the Contract; or
  - ii. which is in or comes into the possession of the receiving Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or
  - iii. which is required by law or appropriate regulatory authorities to be disclosed, provided that the Party supplying the information is notified of any such requirement at least fifteen (15) days prior to such disclosure and the disclosure is limited to the minimum extent possible;

### **1.11. Insurance**

1. The Bidder should take a specific insurance policy from a Third party for the Project providing insurance coverage against loss of or damage to
  - a) Equipment or Assets procured or developed or re-used in whole or in part for fulfilment of obligations under this service agreement
  - b) The Bidder's Assets and property used in the performance of the services, and
  - c) Any documents prepared by the Bidder in the performance of the services.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- d) JSCL's liability and workers' compensation insurance in respect of the staff of the Bidder/ Bidder's team, in accordance with the relevant provisions of the applicable law, as well as, with respect to such staff, any such life, health, accident, travel or other insurance as may be appropriate; and
2. The Bidder should take an insurance policy to provide coverage for all risks including the following:
    - a) Fire and Theft Policy
    - b) Policy for loss or damage to assets due to Force Majeure events like earthquake, rioting, etc. of value equal to the cost of replacement of assets.
    - c) Policy of insurance in respect of claims for personnel injury to or death of any person employed by the selected Bidder and arising out of such employment.
  3. The Bidder shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the port of landing.
  4. All charges including transportation charges that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Bidder
  5. The Bidder during the Term of this Contract:
    - a) Shall take out and maintain, at own cost but on terms and conditions approved by JSCL, insurance with financially sound and reputable insurers against the risks, and for the coverage, as specified above where JSCL shall be designated as the 'loss payee' in such insurance policies;
    - b) Shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at JSCL's request, shall provide evidence to JSCL showing that such insurance has been taken and maintained and that the current premiums therefore have been paid.
    - c) In the event of any failure by the Bidder to comply with the insurance requirements set out in this Agreement, JSCL may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the Bidder, purchase such insurance, at the Bidder's expense, provided that JSCL shall have no obligation to do so and if JSCL shall do so, the Bidder shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such reasonable costs incurred by JSCL shall be promptly reimbursed by the Bidder and/or may be withheld from any payment due to Bidder. None of the requirements contained herein as to types, limits or JSCL's approval of insurance coverage to be maintained by the Bidder are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Bidder under this Agreement, or otherwise provided by law.
    - d) The Bidder must, on request by JSCL, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause. The Bidder agrees to replace any coverage prior to the date of expiry/cancellation.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

JSCL or its nominated agencies may, at its election, terminate this Agreement upon the failure of the Bidder, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve the Bidder of its obligations under this Agreement

### **1.12. Indemnity**

- The Bidder shall indemnify, protect and defend for each Stage, the Client at the Bidder's own expense, from and against all actions, claims, losses or damages arising out of Bidder's failure to perform its obligation.
- The Bidder shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the Bidder's reports, certification and recommendation and use of other intellectual property supplied by the Bidder under the Contract.

### **1.13. Bidder's Actions Requiring Client's Prior Approval**

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

- Appointing such members or the Personnel not listed by name in RFP Document; and
- Any other action that may be specified in the SCC.

### **1.14. Reporting Obligations**

- The Bidder shall submit to the Client, the reports and documents specified in RFP Document and number in the form and within the periods set forth in RFP Document.
- The Client will appoint Engineer/ representative as Client's Representative to undertake review of the Bidder's work as per the Contract. The Services as per RFP Document may be reviewed by the Technical Advisory Committee. The Bidder shall submit all reports and documents as specified in RFP Document to the Client. The Bidder would also be required to make presentation on the progress of works before Client's Representative and incorporate the comments/suggestions.
- In furtherance of the obligations undertaken by the Bidder under the Contract, the Bidder agree that the Client shall have the right to seek a review, whether on-site or offsite of the activities and records of the Bidder in relation to and/or connected to the Assignment and the Services to be performed by them hereunder. Such review may be conducted by the Client through its personnel, agents or representatives and the Bidder shall offer all reasonable and practicable co-operations in such reviews.

### **1.15. Documents supplied by the Bidder to be the Property of the Client**

- All data and information collected for the purpose of the Assignment (collectively called as "Data") and plans, specifications, maps, images, photographs, designs, reports, AMC certificates and other documents (collectively called as "Documents") as may be submitted by the Bidder shall become and remain the property of the Client, and the Bidder shall upon termination or

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

expiration of the Contract, deliver all such documents to the Client. The Bidder may retain a copy of such documents but shall not use the same for any other purposes.

### **1.16. Intellectual Property Rights of Assignment**

- Bidder shall hand over all the working papers, hardware AMC, manuals etc. with all linkages as developed for the assignment, Business Plans and all related workings and outputs of the assignment generated for executing the assignment on successful completion of the assignment in editable soft and hard copies.
- Such documents, working papers, analysis, hardware AMC, manuals for the assignment and all related workings and outputs are the Sole Property of the Client and the Bidder shall treat all these information Confidential and shall not share the same with anybody else except on specific written instructions of the Client.
- The certification and other documentation provided to the Client by the Bidder are solely for the purpose of the Assignment under the Contract, and intellectual property therein to the extent and for the purpose of the Assignment remain vested with the Client and the Bidder shall not use the same or any part thereof for any other client.

### **1.17. Obligations of the Bidder**

- The main objective of the Assignment is to provide, carry out and/or perform the Services as per the terms of RFP Document and the Contract.
- The Bidder shall study carefully the technical information provided by the Client and shall visit the site as and when required. In the event that the Bidder becomes aware of any errors or doubts about the information and data provided, the Bidder shall notify in time in writing.
- The Bidder shall rely upon and be responsible for the accuracy and completeness of the Services, information and reports provided by any of their Sub-Bidder at their own risk and responsibility. The prime responsibility rests with the Bidder for any of the tasks and activities that are performed by their Sub-Bidder(s). The Bidder shall have the responsibility to inform in writing to the Client of information that has obvious defects in data, information and reports provided.
- The Bidder shall designate at their cost a representative authorized to render decisions on the Bidder behalf and to exercise the duties and obligations of the Bidder and to deal with matters in relation to the Assignment.
- The Bidder shall be complied with all the procedures, rules, regulations and compliances applicable in India for the Services.
- The Bidder at all Stages shall coordinate with the other parties associated or appointed by the Client for this Assignment.
- The Bidder would assist the Client in obtaining approval from GoMP i.e. Any technical inputs required to be undertaken for such approval as per good industry practice.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

### **1.18. Bidder's Personnel**

- The Bidder guarantees that the proposed Key Professionals of the Bidder as mentioned in RFP Document for this Assignment will be available throughout the duration of the Assignment. The Client will not consider substitutions during the contract unless both parties agree in writing to any substitution. If the Client is not satisfied with performance of any of the Key Professionals, the Bidder shall at the Client's request specifying the grounds, therefore, forthwith provide as a replacement a Professional with qualifications and experience acceptable to the Clients. Any proposed substitute shall have equivalent or better qualifications and experience than the original Professional
- However, current prevailing Covid pandemic situation is considered under Force Majeure by Ministry of Finance. Therefore, under applicable circumstances (COVID-19) any delay in deployment of resources would not be considered as failure in delivery of services as per scope.

### **1.19. Bidder's Liability**

- Subject to additional provisions, if any, set forth in the SCC, the Bidder's liability under the Contract shall be the liability of the Bidder under or in connection with this assignment whether in contract for breach of statutory duty, tort, negligence or otherwise howsoever arising, shall not exceed 100 percent of the amount of the total Project Fee.

### **1.20. Bidder's Representations and Warranties**

Bidder represents and warrants to the Client that:

#### **1.20.1 Corporate Existence and Power**

- The Bidder (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter and execute the Contract.

#### **1.20.2 Authorization, No Contravention**

- The execution, delivery and performance by the Bidder of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Bidder (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Bidder, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Bidder, enforceable against the Bidder in accordance with its terms.

#### **1.20.3 Litigation**

- There are no contractual or tortuous or any other claims pending against the Bidder or that have been threatened in arbitration or before any judicial authority against the Bidder which could have an adverse effect on their ability to perform their Services under the Contract.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

**1.20.4 Corrupt Practices**

- The Bidder have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Bidder.

**1.20.5 Expertise of the Bidder**

- The Bidder have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Bidder alone shall be responsible and liable for any consequences arising from their incorrectness.

**1.21.Obligations of the Client**

**1.21.1 Change in the Applicable Law**

- If, after the date of the Contract, there is any change in the Applicable Law with respect to (increase/ decrease) of taxes and duties, the bidder has to bear all the taxes, duties, levies or transportation charges etc. excluding GST.

**1.21.2 Services and Facilities**

- The Client shall, on best effort basis, make available to the Bidder the information, documents and facilities required for satisfactory completion of this Assignment as may be available with it.

**1.21.3 Obligations of the Client**

- The Client shall facilitate the Bidder by providing all the necessary support and arrangements to procure data and information.
- The Client shall designate an Engineer/ representative to render decisions on behalf of the Client and to exercise duties and obligations of the Client as, may be delegated to him and to deal with matters in relation to the Assignment.
- The Client shall render written/or on email decisions as early as reasonably possible, but not exceeding 7 (Seven) Business Days at the maximum after receiving written/e-mail documents submitted by the Bidder that require the decision of the Client in order to avoid delay in the progress of the Bidder's Services.
- The Client shall review the documents provided by the Bidder as early as possible and provide decisions and replies to avoid any delay in the progress of the Services. The Client shall immediately notify the Bidder in writing in the event it becomes aware of any non-conformance of the documents with provisions of the Contract.
- The Client shall consult with the Bidder before issuing interpretations of documents prepared by the Bidder.
- During the current Covid times, the client will follow all the necessary guidelines issued

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

time to time by the state/central govt. as applicable for the safety of the resource deployed by the bidder

- The Client shall provide to the Bidder and/or its agents access to the Site for execution of Services under the Contract.
- Payments shall be made promptly by the JSCL within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection, verification & approval by the JSCL/JMC concern officer of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications
- The invoice verification shall be completed within 15 days of receipt of the invoice and unless objection is raised by JSCL within 30 days, the invoice will be deemed accepted for payment by the client.

### **1.22.Contract Fee**

- The Lump sum Fee for the Services shall be paid in Indian Rupees which shall be firm and shall not be subject to any escalation, whatsoever. The Contract Fee will be inclusive of all applicable taxes, duties and levies, except GST.
- Bidder will separately quote the GST line item wise as per the BoQ. The Client or any one of them shall not be liable for any additional cost as may be incurred by the Bidder in addition to the Contract Fee.

### **1.23.Force Majeure**

#### **1.23.1 Definition**

- For the purposes of the Contract, “**Force Majeure**” means any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, Acts of war, prolonged failure of energy, revocation of approvals granted by the government, action and / or order by statutory and/or government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby. Further, as per Ministry of Finance lockdown due to Covid-19 pandemic is being considered under Force majeure.

#### **1.23.2 No Breach of Contract**

- The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability or failure arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **1.23.3 Extension of Time due to Force Majeure**

If performance of obligations hereunder is affected by a Force Majeure incident, the affected Party shall notify the other Party in writing within Ten (10) days from the occurrence of the incident with sufficient proof thereof. Any period within which a Party is prevented from completing any action or task, shall be extended for a period equal to the time during which such Party was



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

unable to perform such action as a result of Force Majeure.

#### **1.23.4 Payments**

Parties shall discuss the impact degree of the Force Majeure incident upon the performance of the Contract, to decide whether to terminate the Contract or to partially exempt the performance of the obligations hereof or to postpone the performance hereof. Upon the occurrence of a Force Majeure incident, neither Party shall be deemed in default or failing to perform the obligations hereunder, and the payments which have accrued before the occurrence of the Force Majeure incident shall not be affected, and Client shall pay, after issuing or receiving the written notice, the Bidder for Services performed prior/ up to notice of such Force Majeure incident including, the works in progress, mutually agreed by both the parties.

#### **1.24.5 Suspension of Assignment by the Client due to Force Majeure or otherwise**

If the Client suspends this Assignment through no fault of itself or due to factors beyond the control of the Client (including Force Majeure), the Client shall notify the Bidder in writing within thirty (30) days. When the Assignment is resumed within six (6) months and there are no modifications, the Contract shall continue to be in vogue, and the contract fees shall not be changed. The Client shall provide for the Bidder a reasonable period for the resumption of the Services. In case the suspension is beyond six months period, the parties would mutually decide on the time for remobilization. The compensation to the Bidder would be mutually decided and agreed upon.

#### **1.24.The Governing Law**

- The law governing the Contract shall be Laws of India and courts at Jabalpur shall have exclusive jurisdiction.

#### **1.25.Settlement of Disputes**

- Any difference or dispute arising out of or in relation to this contract or any breach thereof shall first be attempted to be resolved amicably through mutual discussion and negotiation between the Employer and the Bidder. After notifying the difference by either Party, the authorized representative of the Parties shall meet for negotiation at a mutually agreed date, time and place, and make their best endeavour to resolve the difference in most equitable and justifiable manner.
- In case of dispute is not resolved amicably within 30 (days) or in case of failure of amicable settlement, then the matter will be referred to Arbitration. The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur. Each Party shall appoint one arbitrator and the two arbitrator's appoint by the parties will appoint a presiding arbitrator (third). The decision of the Arbitration panel shall be final and binding on the parties.
- The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Award made by the sole Arbitrator shall be final and binding on the Parties.
- The law governing Arbitration shall be Arbitration and Conciliation Act, 1996 and venue of the arbitration shall be at Jabalpur. The courts at Jabalpur shall have the exclusive jurisdiction to decide the matter arising out of the Arbitration. The language of arbitration proceedings and pleadings by the Parties shall be in English.



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

### **1.26. Preference for Make in India (PMI)**

- In conformance to the DOT MII and MIII Guidelines to promote Make in India, the bidders are encouraged to include products made in India in their bid.
- All the Bidders to note that Govt. of India had taken out Preference for Make in India (PMI) policy in 2015 and subsequently respective nodal ministries have taken out GOs detailing out the PMI and local content (LC).
- Bidders are encouraged to go through the GOs issued by DoT and MeITY. Few of these are as follows, but not limited to:
  - No. P-45021/2/2017-PP (BE-II) dated 4th June 2020
  - No. P-45021/2/2017-PP (BE-II) dated 29th May 2019
  - No. P-45021/2/2017-PP (BE-II) dated 15th June 2017
  - No. 18-10/2017-IP dated 29th August 2018
- The Bidders shall provide the following details and produce the certificate by the Statutory Auditor to comply with PMI guidelines to promote domestic manufacturing under Make in India:
  - a. Product Name
  - b. Line Item No.
  - c. PMI Reference percentage with reference to GO No.
  - d. Local Content (LC)
  - e. Location (Manufacturing / Office Address) Details

Please refer to the clause 9(a) & 9(b) of GO with Ref. No. P-45021/2/2017-PP (BE-II) dated 4th June 2020, for the product you are supplying, you would be required to provide self-certificate or Statutory Auditor certified letter respectively.

## **2. INSTRUCTION TO BIDDERS**

### **2.1 General**

- From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the JSCL (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in Bid Fact Sheet.
- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JSCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Bidders should submit only one Bid.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- The Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the JSCL.
- In exceptional circumstances, prior to the expiration of the bid validity period, the JSCL may request Bidders to extend the period of validity of their bids. In case of Bidder extending of the bid, the Bidder granting the request shall also extend the bid security for forty-five (45) days beyond the deadline of the extended validity period.
- Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the JSCL as non-responsive.
- The bid security of unsuccessful Bidders shall be returned as promptly as possible within the period of 30 days after the date of award of contract to the successful Bidder. No interest will be payable by the JSCL on the amount of the Bid Security.
- The bid security of the unsuccessful Bidder shall be returned as promptly as possible within the period of 30 days once the successful Bidder has signed the Contract and furnished the required performance security.
- The bid security will be forfeited by JSCL on account of one or more the following reasons:
  - a) If a bidder withdraws its bid during the period of bid validity
  - b) If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP.

Note: Due to undergoing pandemic covid-19 situation the bidders shall be given appropriate/reasonable time in furnishing the PBG at the time of agreement on the basis of mutual consent. In normal circumstances, within fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 3% of contract value to AUTHORITY

### **2.1. Consortium condition**

As per the nature and scope of work. No consortium is allowed in this project.

### **2.2. Conflict of Interest**

- JSCL requires that the Bidders provide professional, objective, and impartial service and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- Bidder shall not have a conflict of interest that may affect the selection process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.

- The agency shall not engage and shall cause its personnel as well as sub-contractors if any and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict, with the activities assigned to them under or pursuant to this Agreement.
- Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the selection process, if:
  - A. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
  - B. There is a conflict among this and other assignments of the Bidder (including its key personnel and Sub-Agency) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency depend on the circumstances of each case. While providing services to JSCL for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment;

### **2.3. Submission, Receipt and opening of Proposals**

- The original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Annexure-2 and Annexure-3 of the RFP. The proposal shall be submitted in English Language only.
- No conditional tender/ bid/ proposal will be accepted.
- All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials. Each page of the RFP document duly signed by the authorized signatory is to be returned acknowledging the terms and condition thereof. An authorized signatory of the Bidders shall initial all pages of the original Proposals. The signed Proposals shall be marked "Original".
- Technical and Financial Proposal would only be submitted online. However, in case required for any clarity of submitted documents, JSCL may ask for hard copy of the same/original copy.

#### **Checklist: Clear copy of documents to be submitted online**

- I. Payment Receipt of INR 12500/- towards cost of purchase.
- II. Bid Security / EMD of Rs. 1,00,000/- in online mode

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- III. Letter of Proposal Annexure-1
- IV. Technical Proposal Format -Annexure 2
- V. Details of the bidder and its technical capability Annexure 2.1
- VI. Format for Project Citations -Annexure 2.2
- VII. Proposed Work Plan, Approach and Methodology -Annexure 2.3
- VIII. Financial Proposal Cover Letter -Annexure 3.1
- IX. Bid checklist-6.3
- X. BoQ Compliance – 6.4
- XI. Price Bid all formats -6.1 & 6.2
- XII. Format for CV of Key Personnel-Annexure 6
- XIII. Letter of Appointment-Annexure 4
- XIV. Contract Agreement between JSCL and Bidder -Annexure 5
- XV. Format for Declaration by the bidder for not being Blacklisted / Debarred-Annexure 7
- XVI. Format of sending pre bid queries-Annexure 8
- XVII. Format for Annual Turnover Annexure 9
- XVIII. Format for Performance Bank Guarantee Annexure-10
- XIX. Self-declaration against the Rule 144 (xi) in GFRs 2017 – Annexure 11
- XX. Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of subcontracting – Annexure 12
- XXI. PMI Undertaking- Annexure 13
- XXII. Format for OEM authorization- Annexure 14
- XXIII. Data Sheet -Annexure 15
- XXIV. Format for Declaration by the OEM for not being Blacklisted / Debarred-Annexure 16
- XXV. MSME certificate as applicable
- XXVI. Undertaking for procurement restrictions from a bidder of a country as per annexure 17
- XXVII. Self-declaration/ undertaking for Make in India- Annexure 18

**Financial Proposal (Submit Online only)**

- Only enclosed formats as provided in this RFP should be used. All sheets need to be submitted after affixing seal of the entity/ company and signature of the authorised signatory. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify the specific issues.
- Consortium is not permitted to bid.

**2.4. Confidentiality**

- The Selected Agency shall keep all the information pertaining to the assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions in writing from JSCL.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

### **2.5 Right to reject any or all Proposals**

- Notwithstanding anything contained in this RFP, JSCL reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- JSCL reserves the right to reject any Proposal if:
- At any time, a material misrepresentation is made or discovered, or
- The Bidder does not provide, within the time specified by JSCL, the supplemental information sought by JSCL for evaluation of the Proposal
- Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then JSCL reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of JSCL, including annulment of the selection process.
- JSCL reserves the right to forfeit the Bid Security/ EMD amount on non-acceptance/ non-compliance of offer in full or part or if JSCL feels that the Bidder has misguides in any way.

### **2.6 Property Rights of Assignment Outputs**

- Bidder shall hand over all the related data, pictures, visuals, images, sound, script and any other workings and outputs generated for executing the assignment as and when requested by JSCL if applicable and on successful completion of the assignment in editable soft and hard copies.
- Such database and outputs as developed for the assignment shall be the Sole Property of JSCL and the Agency shall treat all this information Confidential and shall not share with anybody else except on specific written instructions.

### **2.7 Award of Contract**

- The Letter of Appointment will be issued separately to the selected bidder within 2 weeks from the date of announcement of the successful bidder
- An Agreement will be executed with the selected bidder for the Services as described in this RFP.

### **2.8 Rights reserved with JSCL**

The JSCL reserves the following rights: -

- Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in the RFP;

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery;
- Extend the time for submission of proposal;
- Modify the RFP document, by an amendment that would be informed to the short-listed bidders;
- Independently ascertain information from other organizations to which bidder has already extended services for similar assignments;
- To terminate the services if the assignment is not proceeding in accordance with the terms of contract as mentioned in the clause 1.8
- JSCL has right to de-scope any line item (scope of work) partially or completely at any time if required provided the overall cost of quantity of goods procured, works or services originally specified in the bidding documents may be either increased or decreased up to  $\pm 20$  percent as per requirement or as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents

### **2.9. Contacts during Bid Evaluation**

The Bids shall be deemed to be under consideration immediately after they are opened and until such time JSCL makes official intimation of award rejection to the Bidders. While the Bids are under consideration, the Bidders and or their representatives or other interested parties are advised to refrain from contacting by any means, JSCL and or their employees' representatives on matters related to the Bids under consideration.

### **2.10 Fraud and Corrupt Practices**

- The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, JSCL shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, JSCL shall forfeit and appropriate the Bid Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to JSCL hereunder or otherwise.
- Without prejudice to the rights of JSCL hereinabove and the rights and remedies which JSCL may have under the LOA or the Agreement, if a Bidder or Successful Bidder, as the case may be, is found by JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by JSCL during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by JSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JSCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of JSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - ii. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by JSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

### **2.11 Pre-Bid Conference**

- Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place as per data sheet. Two people from one bidder shall be allowed to attend the meeting at their own cost and seek clarification regarding any aspect and understand the requirement of the department. Since during the ongoing Covid-19 phase provisions shall also be in place for attending the pre bid meeting and seek clarification through virtual platform of video conferencing etc.



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- All bidder shall send their queries to [ceojiscl@mpurban.gov.in](mailto:ceojiscl@mpurban.gov.in), [gajendra.bais@jscljabalpur.org](mailto:gajendra.bais@jscljabalpur.org), and [balendra.shukla@jscljabalpur.org](mailto:balendra.shukla@jscljabalpur.org) till the pre bid meeting date in a respective format given in Annexure-8, JSCL has right to not accept any queries received after mentioned date.
- During the course of Pre-Bid conferences, the Bidders shall be free to seek clarifications and make suggestions for consideration of JSCL. JSCL shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- Response to the queries and clarification shall be uploaded by the JSCL on MP e-Tender Portal.
- At any time prior to the last date of receipt of the bids, JSCL may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a Corrigendum.
- Any such corrigendum shall become part of this RFP.
- In order to provide prospective bidder reasonable time for taking the corrigendum into account, JSCL may, at its discretion, extend the last date for the submission of the Bid.

### **2.12 Miscellaneous**

- The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- JSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) Consult with any Bidder in order to receive clarification or further information;
  - c) Retain any information and/ or evidence submitted to JSCL by, on behalf of, and/ or in relation to any Bidder; or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  - e) Bidder shall analyse and assess the complete scope of work as per RFP and check for the line items mentioned in the BoQ (section 6.1 and 6.2). If bidder feels any such line item is being missed in BoQ for some/any



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

specific scope of work as mentioned in the RFP the same must be put up in queries and for further clarification during pre-bid meeting.

- It shall be deemed that by submitting the Bid, the Bidder agrees and releases JSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

### **2.13 The Bidder**

- The Bidder for participation in the Selection Process, must be a single entity to execute the project. The term 'Bidder' used herein would apply to single Entity. The bidder shall be severally responsible for complete scope.

### **2.14 Sub-Contracting**

- Sub-contracting is allowed only for on boarding vendors like, ISP (Internet Service providers) and for non-ICT or civil work (if any) and procurement /Installation of IT Components

Note: Sub-contracting shall be allowed only with prior written approval of JSCL. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to JSCL.

### **2.15 Right to Vary Quantity**

- After the award of contract, overall cost of quantity of goods procured, works or services originally specified in the bidding documents may be either increased or decreased up to  $\pm 20$  percent as per requirement or as necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If JSCL does not undertake any activity or reduce its volume/scope compared to the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for additional quantities/service may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased

### **2.16 Non-disclosure Agreement**

Successful bidder shall require signing the Non- Disclosure Agreement with the JSCL

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

### 2.17 Site visit

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings including all schools, classrooms for all components like all type of cameras, Face recognition based biometric etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

### 2.18. Brief description of Bidding Process

- The Bidder shall submit its EMD, Technical and Financial Proposals, through online submission only at [www.mptenders.gov.in](http://www.mptenders.gov.in)
- The Proposals super scribing the name RFP FOR – “Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase – II”
- The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the Bid Due Date.
- In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security amount as **Earnest Money Deposit (“EMD”) of INR 1,00,000/- (“Bid Security”)** through any online mode and the validity period shall not be less than 180 (one hundred and eighty) days from the Bid due date and may be extended as may be mutually agreed between JSCL and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security/ EMD.
- EMD and Tender fee shall not be applicable for MSME, provided The Certificate of MSME incorporation to be attached along with the bid document,
- Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security amount shall be retuned for those who don't qualify the financial evaluation stage and after PBG is submitted by successful bidder.
- This RFP document can be downloaded from <https://www.mptenders.gov.in/> and purchased only from the above-mentioned website. Bidding document is downloaded from the website, then the Bidder will pay a sum **of INR 12500/-** plus as non-refundable cost of the bidding document on or before submission of Bid. The payment shall be made through online only.
- Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.
- The Bidder should submit a Power of Attorney as per the format set forth in Annexure 19, authorizing the signatory of the Bid to commit the Bidder.

### 2.19 Performance Bank Guarantee

- The successful bidder, shall submit **3% PBG** of the total contract value at the time of agreement (PBG Format shared in annexure-10) within fifteen (15) working days from the date of issuance of LOA,

We do hereby undertake, that until a contract is prepared and executed, this bid

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

- The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 12, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- The PBG shall be valid till satisfactory completion of Post Implementation maintenance Support. The PBG may be discharged/returned by JSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid only up to the completion of project.
- In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period
- In the event of the Bidder being unable to service the contract for whatever reason JSCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of JSCL under the contract in the matter, the proceeds of the PBG shall be payable to JSCL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. JSCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default
- JSCL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- On satisfactory performance and completion of the order in all respects and duly certified to this effect by JSCL, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder

## **2.20 Bid Evaluation**

To be eligible for pre-qualification and short-listing, a bidder shall fulfil the below mentioned eligibility criteria:

- a) JSCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b) The BEC constituted by JSCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d) The BEC may seek clarifications from any bidder, as necessary proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

### 2.21 Qualification Information

The Bidder shall fulfil the following qualification requirements:

#### 2.21.1 Eligibility and Qualification Criteria for opening Price

The Bidder is a single entity to implement the Project.

### 2.22 Pre-Qualification

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

#	Criteria	Supporting Documents*
PQ-1	The Bidder should be registered in India under the Companies Act 1956/2013 OR proprietorship/Partnership firms as amended and Should have Been in operation for at least 3 years as on date of submission of the bid.	Copy Certificate of Incorporation under Companies Act, 1956/2013 or proof of proprietorship/partnership firms and copies of valid PAN GSTIN as per statutory requirements.
PQ-2	The sole bidder of the bidder should have an average annual turnover of 2.5 crores for last 3 audited financial years. Bidder can submit audited financial sheet for years (2017 – 2018; 2018 – 2019; 2019 – 2020) Or (2018 – 2019; 2019 – 2020; 2020 – 2021) Note: Provisional financial sheets will not be accepted	The Bidder shall submit:  Audited statement for last 3 financial years (2017 – 2018; 2018 – 2019; 2019 – 2020)  Or (2018 – 2019; 2019 – 2020; 2020 – 2021) of Bidder Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years
PQ-3	The Bidder have experience in executing any 3 (Three) Smart Class/Digital Class/Digital Lab projects in Govt (Schools / Educational Institutions / Colleges) with the project cost not less than INR. 0.50 Crore in Last 5 (Five) financial Years <b>OR</b> The Bidder have experience in executing any 2 (Two) Smart Class/Digital Class/Digital Lab projects in Govt. (Schools / Educational Institutions / Colleges) with the project cost not less than INR. 1.0 Crore in Last 5 (Five) financial Years <b>OR</b> The Bidder have experience in executing any 1 (One)	<ul style="list-style-type: none"> <li>• Project citation as per Annexure 2.2</li> <li>• Work order/ Contract /Completion Certificate clearly highlighting the scope of work, Bill of Material and value of the contract/order.</li> </ul> <p>Completion Certificate shall be issued &amp; signed by the authorized signatory of the client entity on the entity's Letterhead</p> <p>Note: In case project is on-going a certificate from Client/ Chartered Accountant/Statutory Auditor/Company Secretary has to be provided</p>

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

	Smart Class/Digital Class/Digital Lab projects in Govt. (Schools / Educational Institutions / Colleges) with the project cost not less than INR. 1.5 Crore in Last 5 (Five) financial Years	
PQ-4	<p>Blacklisting: (i) The Bidder should not be blacklisted by Central Government/any State Government/ Public Sector Undertaking entity/Smart cities in India or Similar agencies Globally for unsatisfactory Past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.</p> <p>(ii) Bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State Public Sector Undertaking as on bid submission date</p>	<p>Undertaking by the authorized signatory as per the format given as Annexure-7</p> <p>Undertaking by the authorized signatory the each of the respective OEM - Annexure 16</p>
PQ-5	Self-declaration against the Rule 144 (xi) in GFRs 2017	As per format mentioned in Annexure 11
PQ-6	Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of sub-contracting	As per format mentioned in Annexure 12
PQ-7	Undertaking / certificate for complying to Govt. of India Preference for Make in India (PMI) policy, procurement restrictions, local content requirement	The bidder has to give an undertaking as per the format in (Annexure 13, annexure 17, annexure 18)

\* The above documents need to be submitted by the bidder.

Only bids from those bidders who have provided all documents as per the Pre-Qualification Criteria will be considered for Technical Evaluation.

### 2.23 Technical Evaluation Criteria

Section #	Evaluation Criteria	Points
A	Bidder Profile (Annual turnover + certifications)	25
B	Bidder Project Experience	50
C	Approach & Methodology & Project Presentation/Demonstration	20
D	Manpower	5
Total marks		100

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

#	Technical Evaluation Criteria	Technical Evaluation parameter	Marks	Supporting documents to be provided								
A	A1-Annual Turnover	<p>Bidder should have an average annual turnover of INR 2.5 Crore for last 3 audited financial years</p> <ul style="list-style-type: none"> <li>Bidder can submit audited financial sheet for years (2017 - 2018; 2018 - 2019; 2019 - 2020) or (2018 - 2019; 2019 - 2020; 2020 - 2021)</li> </ul> <p>Note: Provisional financial sheets will not be accepted Turnover</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Annual Turnover</th> <th style="background-color: black; color: white;">Marks</th> </tr> </thead> <tbody> <tr> <td>More than 4.5 Crore</td> <td style="text-align: center;">20</td> </tr> <tr> <td>&gt; 3.5 Crore to &lt;= 4.5 Crore</td> <td style="text-align: center;">15</td> </tr> <tr> <td>&gt;= 2.5 Crore to &lt;= 3.5 Crore</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Annual Turnover	Marks	More than 4.5 Crore	20	> 3.5 Crore to <= 4.5 Crore	15	>= 2.5 Crore to <= 3.5 Crore	10	20	<p>The Bidder shall submit:</p> <p>Audited statement for last 3 financial years 2018; 2018 - 2019; 2019 - 2020) or (2018 - 2019; 2019 - 2020; 2020 - 2021) of Bidder</p> <p>Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years</p>
	Annual Turnover	Marks										
More than 4.5 Crore	20											
> 3.5 Crore to <= 4.5 Crore	15											
>= 2.5 Crore to <= 3.5 Crore	10											
A-2 Certification	<p>ISO CERTIFICATION: The Bidder should have a valid ISO 9001 Certification/or equivalent. If no certification available: 0 marks</p>	5	<p>Copies of the Valid certificates in the name of bidder</p>									
B	Project Experience	<p>Minimum two projects successfully implemented in Govt. (Schools / Educational Institutions / Colleges) with minimum 10 smart classrooms in each project during last 5 years anywhere in India</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Number of Projects</th> <th style="background-color: black; color: white;">Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 6 projects</td> <td style="text-align: center;">30</td> </tr> <tr> <td>&gt;= 4 to &lt; 6 Projects</td> <td style="text-align: center;">20</td> </tr> <tr> <td>&gt;= 2 to &lt; 4 Projects</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p>Note: Only successfully implemented and completed projects would be considered</p>	Number of Projects	Marks	>= 6 projects	30	>= 4 to < 6 Projects	20	>= 2 to < 4 Projects	10	30	<p>Project citation as per Annexure 2.2</p> <p>Work order/ Contract and Completion Certificate clearly highlighting the scope of work,</p> <p>Completion Certificate shall be issued &amp; signed by the authorized signatory of the client entity on the entity's letterhead</p>
Number of Projects	Marks											
>= 6 projects	30											
>= 4 to < 6 Projects	20											
>= 2 to < 4 Projects	10											

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

#	Technical Evaluation Criteria	Technical Evaluation parameter	Marks	Supporting documents to be provided								
		<p>Successfully completed minimum 1(one) year Operation and maintenance in Govt. (Schools / Educational Institutions / Colleges) for at least 20 smart classrooms in the last 5 years anywhere in India</p> <table border="1"> <thead> <tr> <th>Number of classrooms</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>&gt;= 40 classrooms</td> <td>20</td> </tr> <tr> <td>&gt;= 30 to &lt; 40 classrooms</td> <td>15</td> </tr> <tr> <td>&gt;= 20 to &lt; 30 classrooms</td> <td>10</td> </tr> </tbody> </table> <p>Note: Multiple projects experience would be considered for evaluation if applicable</p>	Number of classrooms	Marks	>= 40 classrooms	20	>= 30 to < 40 classrooms	15	>= 20 to < 30 classrooms	10	20	<p>Project citation as per Annexure 2.2</p> <p>Work order/Contract and Completion Certificate clearly highlighting the scope of work,</p> <p>Required Certificate shall be issued &amp; signed by the authorized signatory of the client entity on the entity's letterhead for both ongoing and completed projects.</p>
Number of classrooms	Marks											
>= 40 classrooms	20											
>= 30 to < 40 classrooms	15											
>= 20 to < 30 classrooms	10											
C1	Approach & Methodology	<p>Detailed Approach &amp; Methodology comprising of;</p> <p>1. Overall Approach and Methodology</p> <ul style="list-style-type: none"> <li>• Bidder's approach and work plan respond to the objectives indicated in the Scope of Work.</li> <li>• Bidder's exhaustive response to all the requirements of all the RFP</li> <li>• Project timelines, resource assignment, dependencies, risk and its mitigation</li> </ul>	5									
C2	Technical Presentation cum Demo	<p>Following parameters will be evaluated on</p> <ul style="list-style-type: none"> <li>• Proposed IT components technical/functional</li> </ul>	15									



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

#	Technical Evaluation Criteria	Technical Evaluation parameter	Marks	Supporting documents to be provided
		specifications meeting the RFP scope <ul style="list-style-type: none"> <li>• Presentation should demonstrate capabilities against the parameter highlighted in approach and methodology section.(C1)</li> </ul>		
D	Manpower deployment during implementation period	Key Personnel as per Section 2.25 <ul style="list-style-type: none"> <li>• Project Manager: 5 marks</li> </ul>	5	As per format given in Annexure 6

**Note:** JSCL reserves the right to visit bidder's customer where such a similar project execution has taken place. Bidder(s) may be called for the demonstration of the proposed system at a school specified by Jabalpur Smart City Limited

### 2.24 Eligible Goods and Services, and OEM Criteria

- a. The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- b. The OEM for each product or technology quoted should be in the business of that product or solution or technology for at least 1 (One) year as on the date of release of the RFP.
- c. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- d. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of- support till the successful completion of O&M period of the project (As per details in OEM Authorization-Annexure 14 in the RFP).
- e. The bidder's proposed OEM should not have been blacklisted by any State /



Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

Central Government Department or Central /State Public Sector Undertaking as on bid submission date. Please note this is part of PQ-4 under section 2.22.

- f. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State Public Sector Undertaking as on bid submission date. Bidder's OEM need to provide a declaration as per format mentioned in annexure 16.
- g. Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the proposal by the Bidder.

### 2.25 Key Manpower requirements during Implementation

Bidder will have to deploy the below mentioned personnel on full time basis during the project implementation

1. **Project Lead/Manager (1 nos.):** Based on the requirements mentioned in the RFP an implementation team will have to be deployed in JSCL office under direct supervision of all staff. Manager of Team will directly report to Jabalpur Smart City Limited (JSCL).

Detailed roles & responsibilities are as below:

#### **Education Qualification:**

- Post Graduate with MBA from any recognized/reputed institution.
- Minimum 5 years' experience in Project management of ICT based initiatives/e-governance projects
- Well versed in basic computer operations & good in English & Hindi

#### **Roles and responsibilities: In charge of the complete project management by the bidder:**

- To ensure smooth implementation of the project
- Infrastructure management.
- Conduct Weekly Review meets with the School Level Coordinators
- To visit Schools on regular basis to check the execution of work
- Principal interface from the vendor with the JSCL and District Education Department throughout the project period
- To ensure the contractual obligations are met as per agreement
- Interaction with the Jabalpur Smart City Limited and other line departments on a regular basis to update the progress of the project and attend required review meetings.
- Any such responsibility desired to be fulfilled as a project manager related to the scope of work

Note: -

1. CVs needs to be provided in the format provided as Annexure 7 in the RFP at the time of bid submission.
2. CV should be duly attested by HR and Authorized Signatory of the Bidder

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

3. Academic Qualification and experience would be with respect to proposed post in solution document. It is expected from the bidder that proposed resource educational qualification will be as per skill required for the project activities.
4. Project Manager should share Weekly/monthly progress report; shall attend all the weekly/monthly review meetings with JSCL and, should also represent the solution provider in all the important meetings
5. The selection(s) will be made from the Qualified Bidders found to be eligible on the basis of the Technical Proposal (including presentation, if any) in accordance to the procedure as described in Section 2.26 Bid evaluation.
6. The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the minimum Qualifying Marks to qualify in the Technical Evaluation Criteria which is Seventy (70) marks out of total 100 marks of Technical Evaluation criteria.
7. The Applicants scoring marks less than the minimum qualifying marks as mentioned above shall be disqualified for Financial Bid Opening. The Applicants scoring marks equal to or more than the minimum qualifying marks as mentioned above shall be declared as Technically Qualified Applicants.
8. Technical presentation is mandatory for each of the qualified bidders.

### **2.26 Bid Evaluation (Quality and cost based system)**

- The Total Technical Score will be calculated out of 100 marks. The Applicant has to score the minimum Qualifying Marks to qualify in the Technical Evaluation Criteria which is Seventy (70) marks out of total 100 marks of Technical Evaluation criteria.
- Bidder should secure 70 or greater than 70 Marks to get technically qualified and become eligible for the financial evaluation.
- Only the Technical Proposals will be opened first.
- The Financial Bid of those Bidders who have found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.
- The Financial Bids shall be opened in the presence of representative of technically eligible Bidders, who may like to be present Jabalpur Smart City Ltd. shall inform the date, place and time for opening of the Financial Bid.
- The Technical Proposals will be evaluated as per the criteria mentioned above.
- Technical presentation is mandatory for each of the qualified bidders.

### **2.27 Evaluation Methodology**

Quality cum cost-based Selection method will be followed for selecting the Bidder/ Agency

1. 70 % weightage will be awarded for Technical Evaluation and 30 % weightage will be awarded for Financial Evaluation

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

2. Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the scoring criteria provided in 2.23 technical evaluation section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a prorata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below

The individual Bidder's commercial scores (CS) are normalized as per the formula below :

$F_n = F(\min) / F_b * 100$  (rounded off to 2 decimal places) where,

$F_n$  = Normalized commercial score for the Bidder under consideration

$F_b$  = Absolute financial quote for the Bidder under consideration

$F(\min)$  = Minimum absolute financial quote

Composite Score (S) =  $T_s * 0.7 + F_n * 0.3$

The Bidder with the highest Composite Score(S) would be awarded the contract.

2.27.1 The Selected bidder shall be the first ranked bidder (having the highest composite score). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws, or fails to comply with the requirements specified, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be preferred and considered for award of contract.

- After selection, a Letter of Appointment (“LOA”) shall be issued in the format prescribed under Annexure-4 here to or in the format as may be modified by JSCL for time to time, in duplicate, by JSCL to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received by the stipulated date, JSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Preferred Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- After acknowledgement of the LOA as aforesaid by the selected bidder, the selected bidder shall execute through its authorised signatory the contract Agreement with JSCL, in the draft format prescribed under Annexure-5 hereto or in the format as may be modified by JSCL for time to time. The selected bidder shall not be entitled to seek any deviation in the Agreement.

This RFP includes the required Annexures for reference and the bidders are invited to submit their proposal for “Selection of an Agency for Implementing Smart classroom in City of Jabalpur, Under Phase – II” in accordance with the annexed proposal documents.

Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur,  
Under Smart School Phase - II

- Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated below.

Address: Executive Director, Jabalpur Smart City Limited, Jabalpur  
Manas Bhawan Wright Town, Jabalpur 482001

Tel: 9893546920, 9827573388

Contact person –Balendra Shukla

Email: [ceoscl@mpurban.gov.in](mailto:ceoscl@mpurban.gov.in), [gajendra.bais@jscljabalpur.org](mailto:gajendra.bais@jscljabalpur.org),  
[balendra.shukla@jscljabalpur.org](mailto:balendra.shukla@jscljabalpur.org)

### 3. Terms of Reference

#### 3.1 Project Background and Objective

Under the Smart Cities Mission, the Government of India took the first step towards realizing its vision of building 100 smart cities in the country.

Government of Madhya Pradesh has embarked on an ambitious journey of developing various cities of the state as Smart Cities. This initiative includes 07 cities in MP identified as part of the Smart City Mission of Government of India. This RFP pertains to Selection of agency for implementation of Smart school Projects in the Municipal/Government Schools of Jabalpur.

JSCL in its endeavour to improve the quality of education delivery at senior secondary schools had successfully implemented Smart School phase-1 in Jabalpur in 2018. Under the project, Jabalpur Smart City created, installed, functionalized, operated and maintained Smart School System for 20 classes in 5 Municipal Schools of Jabalpur on pilot basis.

JSCL now further envisaged to expand the set up and develop new smart classroom in existing municipal schools and other govt. schools under phase-2 which would be limited to smart classroom infrastructure components.

The key objectives of the project are:

1. To overcome the digital divide among students studying in Govt. school and private schools
2. Ensure that children from weaker sections of the society who normally study in municipal/govt. schools should not be left behind in race of socio-economic transformation and that everyone from them should have access to IT based learning environment at par with private schools.
3. To provide new and innovative tools to teachers and enable them to provide quality education to students
4. To increase knowledge assimilation and retention amongst school children of Municipal/Government Schools
5. Harness the use of technology for improving the overall reach and quality of education in govt. school, where there is a significant dearth of skilled teachers.
6. Enhanced proficiency in academic subjects
7. To enhance learning by creating a non-stressful and interactive environment.
8. To provide better systems and solutions to the educationists

Innovative Education Solutions which transforms traditional classrooms into engaging, learner-centric environment by integrating state-of-the-art digital infrastructure

##### **3.1.1 Expected Outcome**

- a. Digital Literacy amongst students, preparing them at an early age for next generation of professionals in a competitive global environment

## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

- b. Opportunities for students to learn in Hindi and in English medium
- c. Enhanced proficiency in academic subjects
- d. Greater exposure to digital books through e-library
- e. Confidence in using technology and modern learning methods at par with global Standards.
- f. Greater opportunities for students to interact/learn and face competitive exams.
- g. Capacity building amongst teachers

This RFP aims at **Setting up and commissioning of Smart classroom components in the identified Govt. Schools in Jabalpur.**

JSCL invites e-tender for Technical and Financial bid proposal from eligible Bidders for setting up of Smart School with the following scope:-

1. Setting up of 35 smart Classrooms in existing Municipal and proposed Government/Adivasi Schools of Jabalpur including comprehensive AMC (1-year product warranty + 2 year AMC) for each of the hardware component commissioned for three years.
2. Maintenance of hardware component under smart school phase-1 as per Section 6.2 through 3-year comprehensive AMC.
3. Lease line connectivity for 5 municipal schools for the period of 3 years post implementation

Note:

1. Bidder is advised to procure the required hardware with an extended warranty for three years if applicable from the respective OEMs for the phase II component.
2. Comprehensive AMC for three years not only includes repair/restoration or replacement of the faulty spare parts but also covers preventive maintenance service periodically or at pre-determined duration without any cost to JSCL. The AMC shall include entire service cost for the maintenance of the hardware component.

### 3.2 Scope of Work

The Agency selected through this RFP Process shall undertake the following activities: -

- 1) Supply, installation, commissioning & functioning of Smart Classroom components and other IT Infrastructure for the identified new classroom in existing municipal schools as well as proposed Govt. schools (which including CCTV Cameras, Smart Interactive boards and other IT equipment in classrooms and school corridor as defined in the RFP).
  - An all in one Interactive Board that can enable teachers to engage students and get them to pay attention, participate and interact with teachers and other students. Smart Boards with multi-touch points helps to support collaborative material that utilizes every inch for interaction.
  - Surveillance of Entry, Exit Points to enhance student security. Central Monitoring by School Principal Classrooms equipped with Wi-Fi facility including internet bandwidth connectivity (only 5 existing municipal school).
- 2) Providing comprehensive AMC of all equipment for three years. This project will have to be maintained for entire hardware infrastructure by the bidder for 3 years.

## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

- 3) Comprehensive AMC of the existing hardware setup under smart school phase-1 for three years
- 4) Dedicated Network Lease line connectivity for existing 5 municipal school
- 5) Fundamental Training Session of teachers.

Broadly the scope of work includes (but not limited to) are follows.

- a) Setting up digital classrooms and related IT infrastructure
- b) Facial recognition based attendance system
- c) Civil work as per requirement on per square foot basis
- d) Electrical and cabling per classroom as per requirement
- e) Dedicated Internet connectivity of required bandwidth (Lease line) in existing 5 municipal schools
- f) 3-year Maintenance for hardware components
- g) Fundamental Training of the teacher for operating and managing the Infrastructure

### 3.2.1 Digital Classroom Setup

It refers to establishment of "technology-enabled" classroom where student learning and interaction with the instructor and peers is fully supported through strategic use of information and communication technologies (ICTs).

- **Interactive Panel:** Multi-Touch Interactive Panel to enhance student participation with embedded Mic and Speaker
- **Green Board:** For Traditional Teaching methodology. Bidder needs to do a survey of the new requirement of Green Boards and utilize the same if it exists in any of the classes.
- **Power Back-up Solution:** For uninterrupted power supply, back up will be provided to the Computer and Projection System.

### 3.2.2 Smart School Administration Solutions

Tools and mechanisms to provide diversified ways to monitor and control the data, security, administration and outreach of school

- **CCTV Cameras:** For enhancing the school surveillance. The CCTV Cameras to be placed in Classrooms, School Corridors, Ground and any other area as prescribed by the Principal with the Central Monitoring at the Principal's room.
- **Attendance System:** Facial recognition based attendance system for teachers/ staff (staff room) and students including attendance access control system with periodical notification system to respective parent (for each student), to respective principals (for each teacher) and monthly report generation system. The facial recognition based attendance data shall be locally stored in the individual respective school. The data for all schools shall also be stored in the ICCC through web based enterprise attendance software provisioned for perpetual usage.  
**The attendance system should also be mobile app based where teachers can see and validate number of students attended their class.**

- **32" LED screen:** For monitoring of the classroom activities to be set up at the respective school principal room as per requirement

### **3.2.3. Civil and Electrical work**

- Civil work whitewash/putty of the classroom walls as per requirement on per square foot basis
- Necessary Electrical Wiring within the classrooms, consisting of plug-points as per requirements in a classroom
- Electrical Wiring and provision of plug-points outside the classrooms for the attendance devices & CCTV at appropriate places
- Required electrical and networking works (fittings and cabling to enable smart classroom for operation)

### **3.2.4 Networking**

- Dedicated Leased line internet connectivity (1:1 contention ratio) of required bandwidth in each existing municipal schools only.

**Note: JSCL shall be responsible for providing subject-wise 2D/3D content as per availability based on syllabus prescribed/revised by MP Board for classes IX to XII. The bidder must conduct site survey for the requirement and make an independent evaluation of the scope of work.**

### **3.2.5. Three-year Maintenance of hardware both for smart school phase -1 & phase -2**

- 3-year comprehensive AMC for the existing hardware component already installed under smart school phase-1. (20 digital classroom, 5 Digital lab, 1 central studio, 5 IT lab). The list of the existing hardware component under smart school phase-1 is given in section 6.2.
- Maintenance of the hardware infrastructure for 3 years through comprehensive annual maintenance contract (1 year Warranty + 2 year AMC) from the date of commissioning of phase-2

### **3.2.6. Fundamental Training to Teachers for efficient usage of IT components**

- Post Implementation of the Smart Class phase-2, Fundamental training would be organized by the Bidder to identified teachers and students in order to make them efficient to operate and manage the smart classroom infrastructure components.
- Training would be provided to selected teachers from each school. The average number of teachers to be trained per school will not exceed 4 nos.
- Total number of training days- Minimum 5 days @ Minimum of 4 hours training per school
  - a) The training must cover –
    - i. Introduction Session
    - ii. Overview of Smart classroom Infrastructure (Parts of PCs/ digital devices/ etc.)



## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

- iii. Classroom learning and teaching tools- Smart Boards/collaborating networking etc., Use of ICT materials in teaching and learning.
  - iv. SOPs for operation and maintenance
  - v. Assessment and Feedback.
- The agency will have to get their training module ratified by the Technical Advisory Panel of the Jabalpur Smart City Limited or agency authorized by JSCL.
  - At least 2 teachers from each school needs to be trained.

**If required, JSCL through District Education Officer will provide training space for the training of teachers. Necessary infrastructure from Schools such as computing equipment's would be used for the training.**

### **3.3. Site Visit before Bidding**

The bidder must conduct site survey of the proposed schools for understanding the existing conditions and make independent evaluation of the scope of work. JSCL 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, bandwidth availability and to have fixed his prices according to his own view of these.

### **3.4 Number of Proposed classrooms considered for smart classroom phase-2**

Under phase-2 the project envisaged to be executed for overall 35 new classroom.

- 15 classrooms within existing 5 municipal schools
- 20 classrooms in identified Govt./Adivasi schools

#### **Note:**

**1. Bidder shall be intimated the list of proposed schools for smart classroom set up at the time of issuance of work order.**

2. An Initial Site study have already been undertaken by JSCL team in order to ascertain the physical condition of the classroom. However, the bidder would also be asked to undertake an on ground assessment on their own to understand the feasibility and requirement and submit the report to JSCL. Few of the inputs received from site visit are listed below:

- a) Physical condition of the classroom of each of proposed schools are feasible for the project implementation.
- b) Majority of the schools in the identified list are devoid of computers & internet connection and are neither air conditioned. The implementing agency shall consider this while designing and implementing the smart class systems. Bandwidth connectivity is not part of scope of work.
- c) In addition to above list of probable schools, 8 nos. school have also been identified under SC/ST & Adivasi category which would also be part of smart school phase-2 implementation.

### 3.5 Maintenance and Updation of Hardware

This section covers the roles and responsibilities of the bidder during the maintenance/support phase. Some of the key services identified during this phase can be summarized as:-

1. Maintenance of the hardware procured and installed as part of the Project (smart classroom phase -2) through 3 comprehensive AMC (1 year product warranty + 2 year AMC)
2. 3-year comprehensive AMC for the existing hardware component already installed under smart school phase-1. (20 digital classroom, 5 Digital lab, 1 central studio, 5 IT lab). The list of the existing hardware component under smart school phase-1

The table below provides details on the important tasks to be performed: -

Tasks	Details
Maintenance of IT hardware	<ul style="list-style-type: none"> <li>• Support to be provided for a period of 3 Years after Go Live of the entire solution.</li> </ul>
User support	<ul style="list-style-type: none"> <li>• Reporting through Online Web based app ticket generation tool</li> <li>• Assistance through Telephone</li> <li>• Assistance through E-mail</li> <li>• Assistance through online help/Chat</li> <li>• Assistance through direct visit.</li> </ul>

#### 3.5.1 Warranty

- Bidder shall provide comprehensive and on-site warranty for 3 years from the date of Go-Live for the infrastructure deployed on the project. Bidder need to have OEM support for these components and documentation in this regard need to be provided to JSCL on annual basis.
- Bidder shall provide and submit the comprehensive & onsite manufacturer's warranty in respect to design and quality of all IT and Non-IT equipment's covered under the RFP. Bidder must warrant all hardware, equipment etc. procured and commissioned under this RFP against any manufacturing defects during the warranty period.

### 3.6 Key personnel during Implementation

The Service Provider/Integrator shall deploy dedicated qualified personnel, as defined in manpower requirements below for managing the scope activities in collaboration with JSCL/School administration during implementation of the project.

Manpower requirement table during implementation:

Sr. No	Description	Nos.
1	Project Lead / Project manager / City level coordinator	1

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

### 3.7 Project Deliverables, Timelines & Payments

“T” denotes the date of Letter of Award. “P1” denotes the date of Go-Live of smart class Phase II.

S.no	Deliverables	Timeline	Penalties	Payment
1	Submission of Feasibility reports, Project inception reports, Identified Gaps and mitigation plan if required for each identified school/classrooms related to project implementation	T + 15 days	Any Delay beyond 45 days, a Penalty of 0.05% of the Total Project Cost (A) for each successive day subject to the cap of 2.5% of Total Project Cost (A)	10 percent of Part A cost post approval from JSCL on the submitted reports by bidder.
2	Completion of all Activities + UAT+ Fulfilling training Requirement + Necessary Approval from School admin/JSCL= Go Live  <i>*Go-live shall be the date when all the schools &amp; classrooms are functional and acceptance of go-live is obtained for all schools.</i>	T + 90 days	For Any Delay beyond stipulated 90 days, a penalty of 0.05% of Total Project Cost (A & B ) for each successive day subject to the cap of 2.5% of Total Project Cost (A)	60 percent of Part A cost post validation and approval from the concerned school official/JSCL and  Validation and approval of required AMC certificates for 1 <sup>st</sup> Year ( Phase I + Phase II) by concerned official/JSCL as submitted by the Implementing agency
3	Maintenance of Hardware components for proper functioning including operation and maintenance support on connectivity for Phase-II (Under Part A)	Entire 3 years	Covered in SLA	Remaining 30 percent of Part A cost to be paid in equated quarterly instalment (12 nos.) in the time span of three years
4	Maintenance of Hardware components for Phase I Hardware (Part B) components through AMC	Entire 3 years	Covered in SLA	Part B cost to be paid in equated quarterly instalment (12 nos.) in the time span of three years

### 3.7.1 Penalties for delay in execution

Note: In case the work is not completed within the stipulated period along with all such extensions if any which are granted to the bidder for either Employer's default or Force Majeure, the compensation/penalty shall be levied on the bidder at the rate of 0.05% for each delayed milestone per day of delay limited to a maximum of 2.5% of contract price. The decision of concerned officer from JSCL shall be final and binding upon both the parties.

**Note: Maximum Penalty applicable to the bidder shall not exceed 2.5% of the Total Work Order value till the completion of Implementation support. If the total Penalty exceeds beyond 2.5%, it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and blacklisting of the successful bidder. JSCL may on their sole discretion cancel the order.**

Note: If the delay is solely caused by any other unavoidable reasons or circumstances arise due to dependency from other stakeholder departments the above penalty shall not be applicable.

## 3.8 Service Level Agreement

### 3.8.1 Implementation Phase

#	Parameter	Metric	Frequency	Penalty
1	Resource Replacement (Project Leader during execution)	Within 7 days of exit of resource. (In case JSCL do not approve). Any New resource must be approved from JSCL	Per occurrence	INR 2000 per day for every day delay beyond 7 days of non-availability

### 3.8.1 Post Implementation Phase (During O & M) for 3 years

#	Parameter	Metric	Frequency	Penalty
1	Resolution of Hardware Issues for their proper functioning (All Components Covered under AMC for both under Part A (Phase II) & Part B (Phase I components))	Resolution Time: <= 24 hours from the time the call is logged by respective Teacher/School administrator	Per instance on daily basis	0.1% of respective monthly opex value per day for the first two weeks for each occurrence  0.5% of respective monthly opex value per day for every subsequent week, on each occurrences subject to a maximum of 10% of respective quarterly

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

				<p>opex value. Beyond which JSCL may invoke annulment of the contract.</p> <p>Helpdesk system based monitoring tool to be developed by the bidder to ascertain the resolution time.</p>
2	Resolution of Networking Issues (existing municipal school)-	Resolution Time: ≤0.5 hours from the time the call is logged by respective Teacher/School administrator	Per instance on daily basis	<p>0.1% of monthly opex value per day for the first two weeks for each occurrence,</p> <p>0.5% of monthly opex value per day for every subsequent week, subject to a maximum of 10% of quarterly opex. Post which JSCL may invoke annulment of the contract</p> <p>Helpdesk system based monitoring tool to be developed by the bidder to ascertain the resolution time.</p>
3	Network Availability (Uptime %)	≥99%	per quarter	No Penalty
		≥ 98% to <99%	per quarter	5 % of quarterly payment due for Opex
		≥ 97% to <98%	per quarter	8 % of quarterly payment due for Opex
		<97%	Breach	Rs. 20,000 (per percentage)

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

				drop or part thereof from 99% uptime)
--	--	--	--	---------------------------------------

**Note: Measurement of SLA for network availability (both uptime and downtime) would be based on open source monitoring tool through automated generated reports only.**

**"Uptime"** shall mean the time period for which the specified solution/system with specified technical and service standards are available for the proper functioning & performance of the of the Smart classroom and all the end users.

**"Downtime"** shall mean the time period for which the specified services with specified technical and service standards are not available for the proper functioning & performance of the Smart classroom and all the end users.

Note: Penalty would not be applicable if

1. Under exceptional cases where the spare parts need to be replaced which is not available with the respective OEM at that particular time. In the above case bidder needs to submit the relevant details of their communication with the OEM.
2. Also, bidder could not able to restore the component due to external factors beyond their control
3. Penalty would also not calculated in case the day on which complaint is raised (for Hardware issues) is followed by non-working day/holiday. However, bidder would make every effort possible to restore the hardware device even on non-working day.
4. Any scheduled and approved preventive maintenance activity by the bidder should be carried out with prior approval JSCL/Jabalpur. Such scheduled and approved preventive maintenance activities shall preferably be carried out during night time (11 PM to 5 AM) and shall not exceed two instances in a quarter and each instance shall not exceed 4 hours.

If any hardware has hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the vendor at no cost to JSCL/concerned school within 10 days from the date of last failure. Till the replacement is provided, the original equipment has to be kept in running condition or else a standby provided and all services restored. However, penalties for breakdown as per SLAs defined in the tender will be applicable.

SLA will be monitored for/within the working time of the School. Individual school may however have different timings of operations and SLAs would then be monitored accordingly.

**Penalty for SLA violation under Operations and Maintenance shall be subject to a cap of 10% of Quarterly payment applicable (respective for Part A & Part B) i.e. (Opex. cost/12). In case of repeated SLA breach in two consecutive quarters then the bidder is liable for termination by JSCL and may lead to subsequent forfeit of the PBG.**

### **3.8 General Payment Guidelines**

1. No advance payment shall be made.
2. The Successful Bidder's request(s) for payment shall be made to the JSCL in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.
3. Bidder shall raise the invoice only after the positive satisfactory verification report by the technical advisor/JSCL at every stage that is Pre-Dispatch testing of Goods/Products/Data/services/solution at the JSCL's premises, User Acceptance Testing after successful verification of the deliverables
4. Payments shall be made promptly by the JSCL within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection, verification & approval by the JSCL/JMC concern officer of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications.
5. Payment shall be made in Indian Rupees by online NEFT transfer / through cheque.
6. The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subjected to variation on any account, including changes in taxes, duties, levies etc.
7. The Bidder shall quote the Financial Proposal including all taxes, duties, levies or other transportation charges. GST should be mentioned separately item wise as per the format as per existing rates. No price revision/ alteration will be allowed after the receipt of the Bid.

### **Fee for Additional Services**

Fee for Additional Services, if required by the Client, shall be determined keeping in view the fee as indicated by the Bidder in the RFP Document and wherever specific rates are not provided, applicable market rates as mutually arrived and agreed upon, may be considered.

### **Terms and Conditions of Payment**

Payments will be made to the account of the Bidder according to the payment terms as determined under the RFP Document and Letter of Appointment issued by the Client to the Bidder. The payment will be made only after satisfactorily approval by the Client.

- a) The penalty shall be calculated and deducted from the immediate payment due.
- b) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- c) Any additional cost in achieving the Milestones shall be bear by the successful bidder

### 3.7 Project Inclusions & Exclusions

#### Inclusions

- Installation and Commissioning of IT hardware components as per requirements for 35 smart classrooms in existing municipal schools and proposed Govt. schools.
- Civil and electrical work for enabling site readiness
- Facial recognition based attendance system for teachers/ staff (staff room) and students (Facial recognition-based time and attendance access control system)
- CCTV cameras in classrooms, corridors and identified points in school premises
- Feasibility of hardware line item if any installed under phase I to be leveraged under phase-2 in order to optimize the resources. The Bidder shall coordinate and confirm with JSCL in this regard.
- Fundamental Training of the teachers for handling and operation of the smart classroom components
- Internet lease line connectivity of required bandwidth in each existing municipal schools (5 nos.) along with one central studio (total 6 nos.)
- Comprehensive AMC (1 Year product warranty + 2 Year AMC) for entire hardware components installed under phase-2 as well as comprehensive AMC of hardware commissioned under smart school phase-1 for three years

#### Exclusions

- Internet Connectivity-Bandwidth requirement would be fulfilled by concerned administration for govt. school (District Education Department) except existing five municipal schools and central studio.
- Project Resource coordinators requirement during operation phase if any shall be borne by the concerned education department of the respective school
- Content requirement would be fulfilled through Govt. online learning portals, public domain content and shall not be part of the scope for Bidder in phase-2

#### Note

- Proposed quantity of classroom is tentative and actual number of classroom and schools would be arrived only after site assessment as conducted by the Bidder during the site survey in discussion with JSCL
- It is assumed that all the hardware installed under phase-1 are in working condition however, bidder can verify and test the hardware before making an assessment on the proposed AMC cost of the hardware installed under phase-I. Finally, actual number and type of hardware would be covered under AMC as per JSCL discretion.
- Content requirement would be fulfilled through State Resources Group (SRG) under the Directorate of Primary Instruction, Publicly available open source content, various govt. online learning portals like Diksha, etc.

## 4. Details of Smart Classroom phase -1

The idea of the project was to implement Smart Schools equipped with School Management System, Learning Management System, Safety Management, Classroom Infrastructure and IT Infrastructure which leads to significant improvement in quality of education.

On pilot basis, JSCL has implemented Smart school in 20 classrooms in 5 different municipal schools of Jabalpur. The schools so chosen which provides senior secondary education (IX to



## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

XII standards) covering around 2000 students. The project consists of following components & scope:

1. Procurement Customization and Deployment of Software and content, Web/Mobile Application
2. Common website for all 5 Municipal schools with individual dashboard for each school
3. Smart Digital classroom enabled with teacher Interactive smart board, Audio and projection system and other necessary infrastructure etc.
4. IT lab in each school having computer laptops, audio system, smart board etc. with furniture
5. One central Studio functioned embedded with City Level Control system for coordinated and comprehensive learning. It acted as a two-way communication between the respective school/classroom and the central studio.
6. Digital library in each school enabled with Library management software.
7. Procurement and installation of Wi-Fi devices
8. CCTV cameras in classrooms, corridors and identified points in school premises. Online feeds have been captured, maintained and integrated with the School Management System platform.
9. Wi-fi Facility (Excluding bandwidth procurement and Electricity Connections)
10. Coordination for all classrooms (all sections of all classes) connected on a single Local Area Network
11. Management, Maintenance and Updating of Hardware, Software and Content for 3 years
12. Training and Hand holding of teachers through project coordinators during the entire 3-year period of O & M.in

Smart school management system aims in automating the school processes from admission management to examination management integrated with school dashboard, Course management, visitor management & attendance management etc.

Learning management system covered creation, supply, uploading and maintenance of Hindi and English language educational digital contents and its regular upgradation as per changes in syllabus prescribed by Madhya Pradesh boards within the period of three years under O & M. It is a repository of world class digital modules or lessons. It consisted of 2D and 3D animations, graphics, audio and video on each subject covering for relevant classes which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with clarity.

The smart classroom phase-1 project was made successfully Go-live in March 2018 and its Operation and Maintenance period of 3 years have also been successfully completed.

### **Outcome Realized**

Teaching and learning have indeed become very interesting and effective. The old method of chalk and board is being done away with the introduction of visual aids. Education through new technology like the smart class has made it easier for the teachers to relate the subject to the students and they are very receptive to it. This system is making use of imagination of the

## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

student to make them understand the subject in all its pros and cons in such a way that it remains in their memory for long time to come

Interactions with the students, teachers and school principals have been made in order to assess the positive impact it created among the teachers, students and school administration. Through IT enabled learning schools realized that it brings

- a) Positive effects on student achievements in all subject areas,
- b) Improve achievement of high aptitude learners,
- c) Assist the teaching and learning of students with special needs,
- d) Produce a positive effect on attitudes toward learning,
- e) Help teachers in the use of technology more effectively to enhance learning of their students
- f) Improve students' teamwork and help develop higher order thinking skills.
- g) Sense of motivation and pride in having such a system at par with other private schools.

Smart class is bringing digital revolutions in the classrooms. Teaching and learning have indeed become very interesting and effective.

### 5. Technical Specifications

Bidders needs to adhere to following technical requirements. Compliance for each of these requirements needs to be submitted along with technical proposal

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	Smart Interactive Board	All in one Smart Interactive Board
<b>Digital Classroom Package</b>	Smart Interactive Board	Screen size Diagonal- 65 inches or higher upto 75 inches as per feasibility of individual classroom
<b>Digital Classroom Package</b>	Smart Interactive Board	Technology-LED backlit or Superior
<b>Digital Classroom Package</b>	Smart Interactive Board	Resolution-3840X2160, 4K
<b>Digital Classroom Package</b>	Smart Interactive Board	Response time <8 ms (mili second)
<b>Digital Classroom Package</b>	Smart Interactive Board	Minimum Native Contrast ratio: 4000:1
<b>Digital Classroom Package</b>	Smart Interactive Board	Viewing angle (Horizontal : Vertical): 178/178 or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	Brightness : 350cd/sq. mt.

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	Smart Interactive Board	Aspect ratio: 16:9 or better
<b>Digital Classroom Package</b>	Smart Interactive Board	Life: Minimum 30,000 Hrs or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	Antiglare Coating-Yes
<b>Digital Classroom Package</b>	Smart Interactive Board	Orientation: Landscape as well as Portrait
<b>Digital Classroom Package</b>	Smart Interactive Board	Number of speakers: 2
<b>Digital Classroom Package</b>	Smart Interactive Board	Inbuilt arrangement of speakers with volume control, Wattage: Minimum 16 W
<b>Digital Classroom Package</b>	Smart Interactive Board	Touch Interface: Touch sensitive as well as Pen driven
<b>Digital Classroom Package</b>	Smart Interactive Board	Touch response time: <8 ms (mili second)
<b>Digital Classroom Package</b>	Smart Interactive Board	Touch Technology: Infrared optical, Capacitive
<b>Digital Classroom Package</b>	Smart Interactive Board	Surface Protection: Toughened glass level 6 Mohs scale or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	HDMI port: Minimum 3 nos. or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	Number of USB 2.0 and 3.0 ports (Nos.)-3 Nos. or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	Mounting: Wall mount & Trolley
<b>Digital Classroom Package</b>	Smart Interactive Board	Number of LAN RJ 45 ports: 1 nos
<b>Digital Classroom Package</b>	Smart Interactive Board	VGA-In ports (nos.): 1 nos
<b>Digital Classroom Package</b>	Smart Interactive Board	Connectivity Ethernet/wireless: Connectivity for internet

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	Smart Interactive Board	Installation Kit including connecting cables to be supplied along with the Panel
<b>Digital Classroom Package</b>	Smart Interactive Board	PC audio-Yes
<b>Digital Classroom Package</b>	Smart Interactive Board	Built in PC-OPS PC
<b>Digital Classroom Package</b>	Smart Interactive Board	Processor: Intel Core i5 or higher,
<b>Digital Classroom Package</b>	Smart Interactive Board	LAN: Gigabit LAN port
<b>Digital Classroom Package</b>	Smart Interactive Board	RAM: 4 GB DDR4 or higher expandable upto 8 GB or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	Operating System: Pre-loaded with windows 10 (64 Bit) or higher OS Professional version with perpetual usage
<b>Digital Classroom Package</b>	Smart Interactive Board	Wi-Fi connectivity: Yes
<b>Digital Classroom Package</b>	Smart Interactive Board	Operating System compatible: Windows, Linux
<b>Digital Classroom Package</b>	Smart Interactive Board	Bluetooth 4.2
<b>Digital Classroom Package</b>	Smart Interactive Board	Mouse and Keyboard Compatibility: Both wired and wireless compatibility
<b>Digital Classroom Package</b>	Smart Interactive Board	BIS registration under CRS of Meity: Yes
<b>Digital Classroom Package</b>	Smart Interactive Board	ROHS Compliance: Yes
<b>Digital Classroom Package</b>	Smart Interactive Board	Storage HDD: 500 GB or higher
<b>Digital Classroom Package</b>	Smart Interactive Board	On site training and installation of Interactive board
<b>Digital Classroom Package</b>	Smart Interactive Board	On site warranty-Yes

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
Digital Classroom Package	Smart Interactive Board	Operating temperature-0 to 45 degrees
Digital Classroom Package	Smart Interactive Board	Operating humidity-0 to 90 percent
Digital Classroom Package	5" X 4" Green Board	Make: Aluminium Satin Anodized Slim Line Ribbed Trim, Grey Abs Corner,
Digital Classroom Package	5" X 4" Green Board	Mounting: Wall Mounting and Hanging Option Available
Digital Classroom Package	5" X 4" Green Board	Weight: Light Weight and Economical,
Digital Classroom Package	5" X 4" Green Board	Surface: Non Magnetic dry wipe surface,
Digital Classroom Package	5" X 4" Green Board	Material: High pressure melamine coated laminate
Digital Classroom Package	5" X 4" Green Board	Features: Economical writing surface, Acrylic triple resin coated Glossy metal surface, Non porous surface enable smoother writing and one stroke cleaning, 8 H pencil Hardness, .3mm thick surface Attract Magnets so user can hold memo notes, Stain free scratch resistance dry wipe surface
Digital Classroom Package	Furniture (Table with Chair)	3 X 3.5 Desk/Table of preferable wood for keeping desktop and Keyboard along with Power Point for Electricity & UPS Backup Supply
Digital Classroom Package	Furniture (Table with Chair)	Chair Spec: Medium back net office chair
Digital Classroom Package	Furniture (Table with Chair)	Revolving: Yes
Digital Classroom Package	Furniture (Table with Chair)	Material: Metal frame & Hot Pressed Plywood.
Digital Classroom Package	Furniture (Table with Chair)	Back Material: Metal Frame with neted fabric.
Digital Classroom Package	Furniture (Table with Chair)	Arm Rest Material: Nylon Handle
Digital Classroom Package	Furniture (Table with Chair)	Seating Material: PU high density Molded seat.

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	Furniture (Table with Chair)	Castor Material: Nylon.
<b>Digital Classroom Package</b>	Furniture (Table with Chair)	Tilt Back: Push back.
<b>Digital Classroom Package</b>	Furniture (Table with Chair)	Stand: Black coated or chrome metal stand.
<b>Digital Classroom Package</b>	Furniture (Table with Chair)	Hydraulic: Class 3 type for seat height adjustment.
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Connectivity: Wireless N connectivity, Wireless 802.11g/b backward compatibility, Wireless speeds of up to 300 Mbps,
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	5G compatibility
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Network Standards - 802.11n wireless LAN, 802.11g wireless LAN, 802.11b wireless LAN, 802.3/802.3u 10BASE-T/100BASE-TX Ethernet, ANSI/IEEE 802.3 N Way auto-negotiation
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Software: Static / dynamic routing protocols as applicable <ul style="list-style-type: none"> <li>• Multicast pass-through</li> <li>• Denial-of-service (DoS) prevention</li> <li>• Web based configuration</li> <li>• Universal Plug and Play</li> <li>• Access control lists</li> <li>• Password-protected configuration or management sessions for web access</li> <li>• 802.1p prioritization QoS support</li> <li>• Wi-Fi Protected Access (WPA) and WPA2</li> <li>• Dual service set identifiers (SSIDs)</li> </ul>
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Number of Antennas : 2
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Security Features: Password-protected configuration for web access <ul style="list-style-type: none"> <li>• DoS prevention</li> <li>• URL filtering and keyword, Java, ActiveX, proxy, cookie blocking</li> <li>• 64- and 128-bit Wired Equivalent Privacy (WEP), VPN compatibility with pass-phrase WEP key generation</li> <li>• Access restriction by MAC and IP addresses</li> </ul>
<b>Digital Classroom Package</b>	Wi-Fi router/ Access Point for Wireless Projection	Operating Frequency : 2.4 to 2.4835 GHz,

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
Digital Classroom Package	Wi-Fi router/ Access Point for Wireless Projection	Operating Channels: FCC: 11, ETSI: 13
Digital Classroom Package	Wi-Fi router/ Access Point for Wireless Projection	Radio & Modulation Schemes: DQPSK, DBPSK, CCK, OFDM
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Design: Compact Design
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Minimum 1 hour back up
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Input Voltage Range: 160 V AC to 300 V, AC Single Phase
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Input Frequency Range: 50 Hz +/- 5%
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Output Voltage: 220 V AC /230VAC/240 VAC+/-1% 2 phase
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Frequency: 50 Hz, +/- 0.05 Hz (Free running)
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Battery & Load level indicator: Should be Provided
Digital Classroom Package	1 KVA Sine wave UPS with batteries	On Line Indicator: Should be Provided
Digital Classroom Package	1 KVA Sine wave UPS with batteries	On Battery Indicator: Should be Provided
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Replace battery Indicator: Should be Provided
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Over Load Indicator : 125% for 10 min, 150% for 1 Min
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Overall efficiency: 80%
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Inverter efficiency: > 85%
Digital Classroom Package	1 KVA Sine wave UPS with batteries	Battery Type : Sealed Maintenance Free Tubular Batteries ( Exide Power safe/ Numeric/ Amaron)

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Battery recharge time : < =5 Hrs.
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Battery Housing: Cabinet
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	No of battery: One
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Cable Set : Should be provided
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Audible alarm for (on battery, low battery, over load, fault, mains failure): Should be provided
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Display: LCD display for status/fault information
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Test Report: Should enclose ETDC/NTH/SAMEER/NISL Test
<b>Digital Classroom Package</b>	1 KVA Sine wave UPS with batteries	Warranty: Comprehensive onsite support during the contract period
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Resolution: IP dome camera equipped with a 1/2.8 2 MP
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Progressive scan CMOS imager to capture full HD 1080p (25/30 fps) images, a 3.6 mm fixed lens, and a waterproof enclosure
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Technology: As a true day/night solution, the camera shall use smart IR technology and provide up to 98 ft. (30 m) of IR Illumination.
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	PoE (Power over Ethernet): Accept PoE (802.3af) or 12 V DC power input.
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Min. illumination:-0.1 lux @F1.2, AGC ON, 0 lux with IR



Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	video compression :- H.265,
<b>Digital Classroom Package</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Noise reduction: 3DNR (3 dimensional noise reduction) Backlight compensation :- BLC/HLC/DWDR, encode mode:- CBR/VBR with built in microphone
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	1/3" 4MP progressive scan CMOS imager to capture full HD 1080p (25/30 fps)/2688 × 1520 (20fps) images,
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	Lens : 3.6 mm fixed lens, and a waterproof (IP66) IK10 impact-resistant camera
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	Technology: True day/night solution, the camera shall use Smart IR technology and provide up to 98 ft (30 m) of IR illumination.
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	PoE: Accept PoE (802.3af) or 12 V DC power input.
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	Illumination:-0.08 lux color @ F2.0 (Color, 1/3s, 30 IRE),0 lux B/W with IR LEDs on @ F2.0)
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	Video compression: H.265 +, noise reduction: 3DNR,backlight compensation :- True WDR 120DB,
<b>Digital Classroom Package</b>	CCTV Camera (4MP IP fixed IR bullet camera)	Angle of view :-104°/87° (H), 57°/48° (V), UL listed
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Compression: H.265 & Dual-stream video compression
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	1 Audio-In, 1 Audio-Out P2P,
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Mobile / Web App for Online Live Streaming Mobile App

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Support High Definition HD-TVI, AHD, Analog,
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	IP Cameras with Adaptive Access
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	All 16 Channel full High Definition @ 1080P Resolution 720P Real-time Recording
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	HDMI and VGA output at up to Full HD 1920×1080P Resolution
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Long transmission distance over coax cable
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Media Converter : Supplying and fixing of media converter etc. complete as required
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Cabling and Accessories : Providing & Fixing of cable and its accessories for CCTV cameras etc. complete as required
<b>Digital Classroom Package</b>	16 Channel and/or Appropriate capacity DVR (digital video recorder) as per requirement	Support 16-Ch. Synchronous Playback at fullHD1080P Resolution

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Digital Classroom Package</b>	LED Display with ceiling mount	32 inch LED Display in principal room for central monitoring
<b>Digital Classroom Package</b>	LED Display with ceiling mount	Make of LED Display (32") with ceiling mount, Facility of height adjustment, rotation, tilt and pan
<b>Digital Classroom Package</b>	LED Display with ceiling mount	Connectivity: Wi-fi & Internet, 2 USB port, 1 HDMI Input;
<b>Digital Classroom Package</b>	LED Display with ceiling mount	BIS registration under CRS of Meity: Yes
<b>Digital Classroom Package</b>	LED Display with ceiling mount	Video Photo and Music Playback Via USB
<b>Digital Classroom Package</b>	Electrical Cabling & Accessories	All Classrooms-Havells or equivalent make
<b>Face Recognition based Biometric System</b>	Device, Cabling, Software and Accessories	Easy to deploy
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Face recognition time: Within Standard time 1-3 seconds, Fast and Accurate identification, Geo fencing enabled, Online dashboard, Automatic notification;
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Sound Indicator Stereo Speaker
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Communication TCP/IP, USB-Host
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Face User Capacity: 300
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Transaction Storage capacity: 50000
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Features: Face, Fingerprint, card, password authentication
<b>Face Recognition</b>	Device, Cabling, Software and	Features: High speed and accurate face identification. Verification time <=1 sec

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

<b>Detail</b>	<b>Component</b>	<b>Technical Specification</b>
<b>based System</b>	Accessories	
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Sensor Type: 400 DPI or higher
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Features: Adaption for dry, moist and rough fingers
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Software: Desktop, Web and Cloud
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Battery: Yes
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Operating Temperature-0 to 45 degrees or higher
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Screen: LED 2.5" TFT color or bigger
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Software: Desktop, Web and on Cloud operable Enabled with: Time attendance, Access control, Self-service, Mobile app
<b>Face Recognition based System</b>	Device, Cabling, Software and Accessories	Patch, Security and other version updates for the period of three years to be provided
<b>Network Switch</b>	Network Switch	Layer 2, Giga Ethernet 24 port unmanaged switch
<b>Cabling and Accessories-Networking</b>	UTP Cat 6 Cable	Category 6 Unshielded Twisted Pair 4 pair 100 Ohm shall be compliant with ANSI/TIA/EIA-568 B.2-1 up to 600 Mhz.
<b>Cabling and Accessories-Networking</b>	UTP Cat 6 Cable	Category 6 UTP cables shall extend between the work area location and its associated telecommunications closet and Consist of 4 pair, 23 AWG, UTP Non Plenum cable jacket
<b>Cabling and Accessories-Networking</b>	UTP Cat 6 Cable	The 4 pair Unshielded Twisted Pair cable should be UL Listed And ETL certify

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Detail	Component	Technical Specification
<b>Cabling and Accessories-Networking</b>	UTP Cat 6 Cable	Zero-Bit error throughput test as per IEEE standards verified By ETL
<b>Cabling and Accessories-Networking</b>	UTP Cat 6 Cable	The 4 pair Unshielded Twisted Pair cable should be RoHS Compliant

## 6 Bill of Quantities

### 6.1 Component cost for 35 Classrooms (Part A)-Capex

Price in INR

S.no	Description	Units	Unit Rate	Qty. Required	Price (including of all taxes, levies etc.) excluding GST	GST	Total Price
<b>Supply, Installation, Testing and Commissioning of all Digital Classroom Components as defined in the Technical Specifications in the RFP including 3-year comprehensive AMC (1-year defect liability period + 2 year AMC)</b>							
<b>1</b>	All in one Smart Interactive Board with preloaded OS	Each		35			
<b>2</b>	6" X 6" Green Board	Each		35			
<b>3</b>	Wi-Fi router/ Access Point for Wireless Projection	Each		35			
<b>4</b>	1 KVA 60 minute backup, min. 1100 VAH	Each		35			
<b>5</b>	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Each		70			
<b>6</b>	Furniture Table with Chair	Each		35			
<b>7</b>	CCTV Camera for surveillance within the school premises	Each		20			
<b>8</b>	16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school	Each		10			

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

9	LED Display (32")	Each		5			
10	Cabling and Accessories- Networking	Each set		35			
11	Unmanaged Network Switch	Each		10			
12	Face recognition based attendance (Device, Cabling and Accessories) @ 2 no. for each school or as per requirement in individual school	Each		20			
13	On-Premise web-based Enterprise Attendance Software-perpetual unlimited license (to be hosted in ICCC infrastructure)	Each		1			
14	Electrical cabling, Fittings & fixtures	Each		35			
15	Miscellaneous Civil cost white wash Paint/Putty, minor restoration work etc.	Each on per square foot basis		35			
16	Teacher Training for operating and maintenance of smart classroom infrastructure @ 4hrs per school for 10 schools	lumsu m		1			
<b>Total Estimated Cost in INR</b>							

**6.1 b: Operation & Maintenance cost for 35 Classrooms (Part A)-Opex.**

*In INR*

Components	Items	Unit	Unit price per school	Req. Qty	Total Price (incl all taxes excld GST)	GST	Total Cost incld. GST
Connectivity Charges for 3 years-(5 municipal schools & one Central studio)	Dedicated Lease line connectivity of minimum 16 Mbps for five municipal school	yearly		5	I year		
		yearly		5	II Year		
		yearly		5	III year		

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Dedicated Lease line connectivity of minimum 32 Mbps for one central studio	yearly		1			
	yearly		1			
	yearly		1			
<b>Total Price in INR</b>						

**Total Project Cost A in INR= 6.1a (Capex) + 6.1b (Opex)**

**6.2. 3-year comprehensive AMC Cost for Smart school phase-1 components (Part B)**

Price in INR

S.no	Description	Units	Unit Rate	Qty. Required	3 Year AMC cost Price (including of all taxes, levies etc.) excluding GST	GST	Total Price (incl. GST)
<b>3-year AMC of existing Digital Classroom Component</b>							
Digital Classroom Package	Teacher Computer Device (2-in-1) with interactive application	Each		20			
	77" Interactive Board with Interactive Projector (3000 ANSI Lumens, 10000 hrs)-multi-touch enabled	Each		20			
	Ceiling Mount for Projector	Each		20			
	77" White interactive board	Each		20			
	Teacher remote (RF tech based)	Each		20			
	Wi-Fi router for Wireless Projection	Each		20			
	1 KVA Sine wave UPS with external batteries	Each		20			
	Interactive Pen and Pad	Each		20			
	Storage Facility	Each		20			

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

	(minimum 40 file rack storage cabinet)						
	Speaker 4.1	Each		20			
	Access Point	Each		20			
	Fixed Wide-Angled Camera with Embedded Microphone for classroom	Each		20			
	CCTV Camera	Each		40			
	16 Channel and/or appropriate capacity DVR, as per school requirement	Each		3			
	LED display make of LED display	Each		1			
	HDD 2 TB	Each		2			
	Media Converter	Each		100			
<b>3-year AMC of IT Lab</b>							
IT Lab Package	AMD / Intel processor-based Student Computer Devices - Laptop	Each		50			
	Teacher Computer Device (2-in-1) with interactive application	Each		5			
	77" Interactive Whiteboard with Interactive Projector (3000 ANSI Lumens, 10000 hrs)	Each		5			
	Wi-Fi router for Wireless Projection	Each		5			
	Ceiling Mount for Projector	Each		5			
	Multi-Function Printer	Each		5			
	Server Rack & Jack Panel	Each		5			
	Server with Win Server 2012 OS	Each		5			
	Speakers 4.1	Each		5			
	Access Point	Each		5			
	1500 VA UPS	Each		5			
	Invertor Battery Enclosure	Each		5			



Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

	Science Sensors to enable Science experiments as detailed in specifications	Each		30			
	200 AH SMF batteries	Each		5			
	Kensington Lock	Each		5			
	DVD Drive	Each		5			
	Headsets	Each		55			
	CCTV Camera (3 in each lab)	Each		15			
	16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school	Each		1			
	LED display make of LED display	Each		1			
	HDD 2 TB	Each		1			
	Media Converter	Each		30			
	Cabling and accessories	Each		1			
<b>3-year AMC of Digital Library Package</b>							
Digital Library Package	Projector	Each		5			
	Ceiling Mount for Projector	Each		5			
	Wi-Fi router for Wireless Projection	Each		5			
	Speaker 2.1	Each		5			
	Access Point	Each		5			
	CCTV Camera	Each		5			
	16 Channel and/or appropriate capacity DVR, as per school requirement	Each		1			
	LED display	Each		1			
	HDD 2 TB	Each		1			
	Media Converter	Each		10			
	Cabling and accessories	Each		1			
<b>3-year AMC of Central Studio Package</b>							
<b>Central</b>	HD Digital Video	Each		1			

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

<b>Studio</b>	Camera along with accessories					
	Camera Tripod	Each		1		
	Multi-touch Interactive Board with Interactive Projector	Each		1		
	Audio mixer along with accessories	Each		1		
	Microphone: Cordless Lavalier	Each		1		
	Wired Mic with Table Mic Stand	Each		1		
	Hard disk-based HD Recorder	Each		1		
	Audio Monitor	Each		1		
	Digital SD/HD-SDI video distribution	Each		1		
	Audio Distribution Amplifier	Each		1		
	Video Switcher along with accessories	Each		1		
	Telephone Hybrid	Each		1		
	45"- 55" LED TV for Studio	Each		1		
	Talkback System	Each		1		
	Streaming Server/Encoder and Decoder	Each		1		
	Storage Server of 16 TB	Each		1		
	Acoustic Interior (Minimum 20" X 20" Sqft) at space provided by JSCL	Each		1		
	Power Backup – UPS 10 KVA.	Each		1		
	Accessories for integration (converters, cables, audio/video, connectors, adopters)	Each		1		
		Interactive Pen and Pad	Each		1	
	Air Conditioning	Each		1		
	Computer Device (2-in-1) with interactive	Each		1		

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

	application						
	CCTV Camera	Each		2			
	16 Channel and/or appropriate capacity DVR, as per school requirement	Each		1			
	LED display-Make of LED display	Each		1			
	HDD 2 TB	Each		1			
	Media Converter	Each		4			
	Cabling and accessories	Each		1			
	Audio System/Speakers 4.1	Each		1			
<b>3 Year AMC for CCTV Cameras</b>							
CCTV Cameras	In school corridors, assembly areas and places prescribed by principal	Each		25			
	16 Channel and/or appropriate capacity DVR, as per school requirement	Each		2			
	LED display make of LED display	Each		2			
	HDD 2 TB	Each		1			
	Media Converter	Each		60			
IT networking Server	Server	1		1			
<b>Total cost</b>							

### 6.3 Bid Checklist

The below list includes both Pre-Qualification and Technical qualification checklist and required documents. To be submitted along with the technical bid. Bidders to refer to Technical Qualification Criteria

S.no	Document	Documents	Page no.
1.	EMD/Tender fee	Proof of Tender Fee and EMD submitted	
2.	MSME	MSME Certificate as applicable	

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

3.	Power of Attorney	Power of Attorney in favor of Authorized signatory as per format provided at Annexure 19	
4.	Letter of proposal	Letter of proposal as per annexure 1	
5.	PQ1	Copy Certificate of Incorporation, Valid Copy of PAN, Valid Copy of GSTIN Registration	
6.	PQ2	Audited financial statements, as per annexure 9	
7.	PQ3	Project citation, work order, completion certificate from client Project citation as per Annexure 2.2	
8.	PQ4	No Backlisting undertaking for both bidder and bidder's OEM as per format mentioned in annexure 7 and annexure 16	
9.	PQ5	Self-declaration against the Rule 144 (xi) in GFRs 2017	
10.	PQ6	Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of sub-contracting	
11.	PQ7	Undertaking / certificate for complying to Govt. of India Preference for Make in India (PMI) policy , procurement restrictions, local content requirement (Annexure 13, annexure 17, annexure 18)	
12.	TQ A1	Audited financial statements, as per annexure 9	
13.	TQ A2	ISO 9001 Certification/or equivalent.	
14.	TQ B	Project citation as per Annexure 2.2	
15.	TQ C	Approach and methodology and technical presentation	
16.	TQ D	Manpower deployment during implementation. CVs as per format in annexure 7	

#### 6.4 BoQ Compliance

Category	Component	Make	Model	Compliant with the RFP Specifications (Yes/No)
<b>Digital Classroom</b>	All in one Smart Interactive Board with preloaded OS			
	6" X 6" Green Board			

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

	Wi-Fi router/ Access Point for Wireless Projection			
	1 KVA 60-minute backup, min. 1100 VAH			
	Fixed Wide-Angled Camera with Embedded Microphone for classroom			
	Furniture Table with Chair			
	CCTV Camera for surveillance within the school premises			
<b>Digital Classroom</b>	16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school			
	LED Display Make of LED Display (32")			
	Cabling and Accessories			
	Unmanaged Network Switch			
<b>Face recognition attendance system</b>	Device, Cabling and Accessories including On-Premise Time & Pay web-based Enterprise Attendance Software-perpetual unlimited license (to be hosted in ICCC)			
	Comprehensive AMC for 2 years for hardware			
	Insurance for 3 years			
<b>Electrical cabling/fixtures (II)</b>	Fittings & Cabling			
<b>Miscellaneous Civil cost (lump sum) (III)</b>	Whitewash Paint/Putty, minor restoration work			

## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

### **Note:**

- The Total Cost [Part A (Capex + Opex) + Part B] cumulative of all deliverables would be considered for the Financial Evaluation.
- Financial Bid needs to be submitted online as per the instructions given in the RFP in the format prescribed in this section.
- Bidder should provide all prices as per the prescribed format under this Section.
- All the prices are to be entered in Indian Rupees (INR) only.
- Financial bid evaluation will be done based on Total Project Price of financial bid formats.
- Values quoted against each item should be inclusive of all taxes but exclusive of GST. GST will be separately quoted by the bidder item wise as per current rates.
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- JSCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, JSCL retains the right to negotiate this rate for future requirement
- The overall project cost could vary +/- 20%. (As per clause 2.15 of the RFP). The successful bidder shall not object to the upward or downward variation in quantities of any item if it lies within the variation limits (as per clause 2.15).
- JSCL has right to de scope any line item completely or partially if required, bidder would have to accept the decision of JSCL without any condition.
- Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- No claim shall be entertained or become payable for price variation of additional quantities
- Bidder shall be bound to give same or more % discount on the list price of the OEMs on the future purchases if any (additional purchases within the contract period) by JSCL. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- For the purpose of evaluation of Financial Bids, JSCL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.

## Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

- JSCL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to JSCL.
- Bidder should refer to the Tender for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the Financial Formats.
- Line items mentioned in the Financial Formats are for representation purpose and Bidder may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- No escalations of prices will be considered under any circumstances.
- Bidders must carefully read the Scope mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.

### 6.5 Key Considerations

1. Mentioned quantity are indicative and Bidder would conduct the site feasibility for better understanding of the requirement. Overall, there would be a scope of +/-20 percent increase/decrease in the overall item quantity as it depends on the number of actual classrooms finalized for implementation during execution phase
2. Bidder would also undertake the assessment of the hardware infrastructure already installed under phase-1 and make its own assessments based on the technical specification of the components.
3. As per JSCL recommendations provision would need to make to utilize any surplus hardware item in phase-2 for optimizing the resources.
4. Bidder would quote the item wise unit cost as per BoQ. However, Payment would be made on the item wise actual quantity installed and commissioned.
5. It is presumed that; bidder will provide one-year warranty on all of the hardware items components as received from its respective OEMs.
6. Comprehensive AMC as required for the maintenance of the hardware for both phases would Cover:
  - a) Repair & Restoration of the component either through service or through spare parts replacement.
  - b) Replacement of defective parts
  - c) Periodic preventive maintenance support
  - d) All services cost & updation if applicable
  - e) Liabilities arising out of any fault during replacement of any parts will be borne by the bidder.

## 7. Annexures

### Annexure 1 Letter of Proposal

*(On Bidder's letter head)*

**To,  
Executive Director  
Jabalpur Smart City Limited  
Jabalpur**

**Sub: "Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II"**

Dear Sir,

With reference to your RFP dated \_\_\_\_\_, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to JSCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of JSCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a) I/We have examined and have no reservations to the RFP, including any Addendum which may be issued by JSCL;
  - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Proposal;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined or mentioned in your RFP, in respect of any tender or request for proposal issued by or any agreement entered into with JSCL or any other public sector enterprise or any government, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of your RFP and this Proposal, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders in accordance with your RFP and this Proposal.



Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by JSCL [and/ or the Government of India/Madhya Pradesh] in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Assignment.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the for the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in your RFP.
13. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by JSCL or in respect of any matter arising out of or concerning or relating to the selection process including the award of Assignment.
14. This Technical Proposal as submitted by us in Appendix-A hereto read with the Financial Proposal as submitted by us in Appendix-B hereto shall constitute the Application made in response to the RFP and shall be binding on us.
15. I/We agree and undertake to abide by all the terms and conditions of your RFP including all their annexure. In witness thereof, I/we submit this Proposal under and in accordance with the terms of your RFP.
16. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

**Annexure 2 – Technical Proposal Format**

**Annexure 2.1 Details of the bidder and its technical capability**

DETAILS OF THE BIDDER		
1.1	Title of Assignment: Selection of an agency for <i>“Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II</i>	
1.2	Details of Bidders: 1. (Details of incorporation) 2. (Registered/ Corporate/ Principal office address) 3. (Contact person, Designation, Email, Mobile) 4. (Other details as may be necessary)	
TECHNICAL CAPABILITY OF THE BIDDER		
Sr. No.	Projects	Year
1.		
2.		
3.		
4.		
5.		

**Annexure 2.2 – Format for Project Citations**

	Details	Attachment Ref. Number
<b>Name of the project</b>		
Client for which the project was executed		
Name and contact details of the client		
<b>Project Details</b>		
Description of the project		
Scope of services		
Outcomes of the project		
<b>Other Details</b>		
Total cost of the project		
Total cost of the services provided by the Bidder		
Duration of the project (no. of months, start date, completion date, current status)		
<b>Other Relevant Information</b>		
Letter from the client to indicate the successful completion of the projects (if any)		
Copy of Work Order/Agreement		

**Annexure 2.3: Proposed Work Plan, Approach and Methodology**

It shall be described as follows:

1. Understanding of Scope of Work (not more than four pages)

The Bidder shall clearly state its understanding of the Scope of Work and also highlight its important aspects. The Bidder may supplement various requirements of the Scope of Work and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the Scope of Work.

2. Work Plan, Approach & Methodology (not more than four pages)

The Bidder shall submit Proposal Concept, Work Plan, approach & methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the Scope of Work. The Bidder should specify how the key personnel and expertise is proposed to be utilized for this assignment through the respective tasks, roles and responsibilities.

**Annexure 3 – Financial Bid**

**Annexure 3.1 Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Executive Director**

**Jabalpur Smart City Limited Jabalpur, Madhya Pradesh**

**Subject:** Bid for the \_\_\_\_\_

**NIT No:** -----

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Agreement & in conformity with the said bidding document for the same.

- I. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of taxes/duties/levies (excluding GST) as mentioned in the financial bid format.
- II. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- III. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- IV. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by JSCL;
- V. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- VI. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- VII. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- VIII. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

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

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

**Annexure 4 - Letter of Appointment**

To,

**Kind Attn: Mr.**

**Sub: - Letter of Appointment (LOA) for Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II" (Contract No.: \_\_\_\_\_ )**

Dear Sir,

(1) We refer to your Bid, dated \_\_\_\_\_, 2020 submitted in response to the invitation for Bids for Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II" (Contract No.: \_\_\_\_\_).

(2) Jabalpur Smart City Limited (JSCL) is pleased to inform you that your Bid dated \_\_\_\_\_, 2020 for "**Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II**" for Jabalpur Smart City Limited" has accepted by JSCL. You have been selected as the Preferred Bidder for the Contract Price of Rs. \_\_\_\_\_/-

( )<sup>1</sup> (hereinafter referred to as the "**Contract Price**") subject to fulfilment of all terms and conditions specified in the bid document. The Contract Price mentioned above will be inclusive of all applicable taxes, duties, statutory charges levies and any other charges as applicable from time to time save and including the Service Tax. The payment under the contract will be as per the terms given in the tender and accepted rate.

(3) We request that, within 15 (fifteen) days of the receipt of this Letter of Appointment, you shall sign the Agreement, in duplicate, prepared by JSCL / Client as per the terms mentioned in the Instruction to Bidders of the bid documents. In the event you fail to comply with the same within the prescribed time limit, JSCL shall be entitled to forfeit the Bid Security and annul the award of Contract.

<sup>1</sup> Rupees in words

Kindly convey your acceptance of this "Letter of Appointment" by signing duplicate copy by your authorized representative and deliver the same to us.

**Agreed and Accepted**

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Signature of the Authorized  
Representative of the Client  
(i.e. JSCL)

Name:

Address:

Date:

Place:

Company Seal:

Signature of the Authorized  
Representative of the Bidder

Name:

Address:

Date:

Place:

Company Seal:

**Annexure-5 Contract Agreement between JSCL & the Bidder**

Format of the contract to be entered between successful bidder and Jabalpur Smart City Limited is given below:

This CONTRACT is made and entered into on this day of \_\_\_\_\_ by and between

Jabalpur Smart City Limited, (Hereinafter referred to as “JSCL” which expression shall include its successors, and assignees) on the one part and M/s, \_\_\_\_ company registered under the companies Act with its registered office at

.....

(hereinafter after referred to as “bidder” for “**Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II**” which expression shall include its successors and permitted assignees) on the other part.

Each of the parties mentioned above are collectively referred to as the “Parties” and individually as “Party”.

WHEREAS:

- i. JSCL had invited bids vide its RFP No. .... (hereinafter referred to as ‘RFP’, which term shall include all corrigendum, addendums, modifications issued with reference to the RFP) for appointment of agency/Bidder.... (hereinafter referred to as “ Proposal)” for Design, Implement and Management of Smart School Solution in Jabalpur.
- ii. Bidder in its Proposal has represented that it has the necessary capabilities to carry out the required solution as per the scope of work defined in the RFP and in accordance with the clarifications issued by JSCL in relation to the implementation of the scope of work.
- iii. JSCL has accepted the Proposal of the Bidder and has issued a Letter of Award /Notification of Award notifying the Bidder of its selection as a successful bidder vide its letter Dated.....

Now it is hereby agreed to by and between the parties as covered in general terms of contract (section 1).

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

**Annexure 6 – Format for CV of Key Personnel**

Name and Photograph of the Staff									
Current Designation in the Organization									
Proposed Role in the Project									
Proposed Responsibilities in the Project									
Date of Birth	<table border="1"> <thead> <tr> <th>Degree</th> <th>Institution</th> <th>From (Year)</th> <th>To (Year)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Degree	Institution	From (Year)	To (Year)				
Degree	Institution	From (Year)	To (Year)						
Education									
Summary of Key Training and Certifications									
Countries of Work Experience									
Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking				
Language	Reading	Writing	Speaking						
Employment Record (For the total relevant experience)	<table border="1"> <thead> <tr> <th>From</th> <th>To</th> <th>Employer</th> <th>Position held</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	From	To	Employer	Position held				
From	To	Employer	Position held						



Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

Total No. of Years of Work Experience	
Total No. of Years of Experience for the Role proposed	
<p>Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)</p> <p>Name of assignment or project:</p> <p>Duration (From Month and Year – To Month and Year):</p> <p>Location:</p> <p>Client:</p> <p>Positions held:</p> <p>Main project features:</p> <p>Work Undertaken</p> <p>Certifications</p> <p>I, the undersigned certify that: To the best of my knowledge and belief, this CV correctly describes the proposed candidate, his/her qualifications and his/her experience. I understand that misstatement described herein may lead to disqualification of the firm. Name &amp; Signature (HR of the Bidding Entity)</p>	

**Annexure 7 - Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**Executive Director**

**Jabalpur Smart City Development Corporation Limited Jabalpur, Madhya Pradesh**

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

**NIT No:** -----

Dear Sir,

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

Thanking you,  
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

**Annexure 8 - Format of sending pre-bid queries**

**NIT No:** -----

**Bidder's Request for Clarification**

Name and complete official address of  
Organization submitting query / request for  
clarification

Telephone, Fax and E-mail of the organization  
Tel:  
Fax:  
Email:

S.no	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
------	------------	----------	--	---

1

2

Signature:  
Name of the Authorized signatory:  
Company seal:  
Date and Stamped

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

**Appendix 9 – Format for Annual Turnover**

**ANNUAL TURNOVER**

**Requirements:** The Average Annual Turnover to be provided in the following format for the last 3 Audited Financial Years (2017-18, 2018-19, 2019-20) or (2018-19, 2019-20, 2020-21)

**Financial Information**

Financial Year	2017-18 or 2018-19	2018-19 or 2019-20	2019-20 or 2020-21
----------------	-----------------------	-----------------------	-----------------------

Annual Turnover (in  
INR)

**AVERAGE ANNUAL TURNOVER**

Note: Annual turnover should be supported by Audited Balance Sheet and certified by Statutory Auditors

**Annexure 10 – Format for Performance Bank Guarantee**

RFP Ref : < --- >

Date:

Bank Guarantee No.:

To

**Executive Director**

**Jabalpur Smart City Development Corporation Limited Jabalpur, Madhya Pradesh**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “**Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II**” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR\_\_\_\_/- > < (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

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

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

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR > < Rupees (in words) only> without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till entire period of contract <mention the period of contract> subject to the terms and conditions in the said Contract.

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring pursuing legal remedies against **JSCL**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to <INR\_\_\_\_>/- < **Rs. (in words) only**>, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

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

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

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before end of contract period from the date of the said Contract.

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

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

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

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

Dated ..... this ..... day ..... 2021.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<Name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

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

**Annexure 11 – Self-declaration against the Rule 144 (xi) in GFRs 2017**

<To be printed on Company letterhead>

I/We represent that company is not a subsidiary/ affiliate/ attached office of any border Companies as may be banned by Government of India for doing business in India as per revision of GFR Rules, 2020 or, if from such a country, has been statutorily registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)



**Annexure 12 –Self-declaration against the Rule 144 (xi) in GFRs 2017 in case of subcontracting**

<To be printed on Company letterhead>

I/we have read and understood the clause \_\_\_\_\_ regarding restrictions on procurement from the bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority as per the procedure laid down in reference to Government Orders in this regard.

I/We hereby agree to provide copy of and/or produce original of all such documents as may be necessarily required to be submitted for evidence in this regard.

I /We further undertake to not subcontract any work to a contractor from any prohibited countries.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered"

Sincerely,

(Signature of Authorised Signatory)

(Name, Designation and Company Seal)

**Annexure 13 – Self-certification by class I Local supplier / class -II local supplier**

**Undertaking**

<To be executed on Company letterhead>

Format – Self certification by Class I local supplier/Class-II local supplier

(As per No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020 and subsequent orders, the class I/class II local supplier has to provide the certificate giving the confirmation that the items offered meet the local content requirement and also mention the details like detail of items, location of local value addition, percentage of local content)

**Annexure 14 - Format for OEM Authorization**

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

Date:

To,

**Chief Executive Officer**

**Jabalpur Smart city ltd**

**Jabalpur,**

**Madhya Pradesh**

RFP Ref: JSCL/RFP/SMART CLASSROOM/Phase-2

Dear Sir/ Ma'am,

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

We herewith certify that the above mentioned equipment/ software products are not end of the life and we hereby undertake to support these equipment/ software for the minimum duration of 5 years from the date of from Go-Live (as stated in RFP).

Yours

faithfully,

(Name)

(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder should provide this authorization along with the certified true copy (by the authorized signatory of the bidder) of the aforesaid power of attorney.*

**Annexure 15 - Data Sheet**

**1.1 Name of the Assignment:**

Selection of an agency for "Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II" for Jabalpur

**1.2 Technical Proposal and EMD Earnest money deposit to be submitted online**

**Annexure 16 - Format for Declaration by the OEM for not being Blacklisted / Debarred**

Selection of Agency for Implementing Smart classroom in City of Jabalpur, Phase - II

(To be submitted on the Letterhead of the OEM)

Date: dd/mm/yyyy

To

**Executive Director**

**Jabalpur Smart City Development Corporation Limited Jabalpur, Madhya Pradesh**

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

**NIT No:** -----

Dear Sir,

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

Thanking you,  
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

**Annexure -17: Undertaking for procurement restrictions from bidder of a country**

Undertaking

I have read the clause regarding restrictions on procurement from bidder of a country which share a land border with India; I certify that this bidder is not from such a country or ,if from such a country ,has been registered with the competent authority. I hereby certify that this bidder fufills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by competent Authority shall be attached)

Bidder Signature & Stamp

Bidder Name

**Annexure -18 Self declaration/ Undertaking for Make in India products**

<To be printed on Company letterhead>

I/We confirm that our company \_\_\_\_\_ acknowledge the government

reforms/orders and policies as issued from time to time to improve India's 'Ease of Doing Business' by introducing initiatives such as 'Preference to Make in India' to bolster domestic manufacturing and also represent to provide and supply only Make in India products in terms enlisted in RFP.

We represent to abide by such orders as may be issued by Government from time to time. We undertake that at the time of bidding we will indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for class-I local supplier / class-II local supplier, as the per the requirements as stated in the RFP.

I/We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered"

Sincerely,

(Signature of Authorized Signatory)

(Name, Designation and Company Seal)

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

**Annexure -19 Power of Attorney**

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

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

\_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **“Selection of an Agency for Implementation of Smart classroom in the City of Jabalpur, Under Smart School Phase - II”**, including signing and submission of all documents and providing information/ responses to **JABALPUR SMART CITY LIMITED** and representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney) Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in



favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

END OF DOCUMENT