

TENDER DOCUMENT FOR BIDS FOR SETTING UP OF SMART CLASSROOMS IN NDMC SCHOOLS WHICH INCLUDES SUPPLY, COMMISSIONING, FUNCTIONING AND INSTALLATION OF HARDWARE INCLUDING CCTV CAMERAS AND 32' inch LED TV WITH INTEGRATION OF EDUCATIONAL DIGITAL CONTENTS

Tender No: 02/Edn./2016



**EDUCATION DEPARTMENT
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA, NEW DELHI-110001
April, 2016**

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

demonstrations or presentations which may be required by the NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NDMC 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.

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**NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI**

SECTION-I

PREFACE & PROJECT PROFILE

1. PREFACE

1.1 New Delhi Municipal Council (NDMC) runs two types of schools, the Nagar Palika (NP) schools which are also called NDMC schools and Navyug schools. At present there are 40 NDMC schools and 11 Navyug school. Besides these schools, there are three Aided schools and 4 unaided schools under NDMC jurisdiction. The 40 NDMC schools include 13 senior secondary, 8 secondary, 1 middle, 14 Primary and 4 Nursery schools. The 11 Navyug schools include 7 senior secondary, one secondary and three primary schools. Hereinafter, NDMC Schools will mean Nagar Palika School as well as Navyug Schools.

1.2 New Delhi Municipal Council has taken a number of initiatives in the past few years to provide IT infrastructure and IT education in NDMC Schools. Computer Education as an awareness Course has been introduced in all NDMC and Navyug Schools.

1.3 All NDMC schools are equipped with 55” LED Smart TVs and Portable LED projectors. Digital contents available on the websites of NCERT, NROER, CBSE, SCERT, and Directorate of Education and from other sources are being used in schools to impart Education as per the syllabus of the classes.

1.4 NDMC has proposed for the setting up of ‘Smart Class Rooms’ from class VI to XII in 30 NDMC schools in first phase. The most important objective of this initiative is to ensure, that no child is left behind in the access to learning, which is also the mandate of the Right to Education Act, 2009. Besides actual syllabus teaching, children can take advantage of upgraded technology in learning about socio-political events, leading personalities, culture, heritage, sports, environment and other areas related to child development.

1.5 Smart Classrooms will be set up in all Hindi and English Medium sections from class VI to XII in 30 NDMC Schools as per **Annexure ‘I’** and the Educational digital content will be available both in Hindi and English.

1.6 Keeping in view the above broader objectives, NDMC invites e-tender for Technical and Financial bid proposal from eligible Bidders for setting up of Smart Classrooms involving supply, installation, commissioning & functioning of Hardware including CCTV cameras and 32”inch LED TV, uploading/maintenance and upgrading of Educational Digital contents as per the CBSE, NCERT and Directorate of Education, GNCTD syllabus of classes VI to XII as well as networking (Client Server Module) of the Smart

Classrooms , including training of the teachers of all the courses in each schools as required in the document.

1.7 Bidders may note that Bids are to be submitted as per the instructions laid out in **Section III** of the tender document. The selection of successful bidder would be in two steps:

- Technical Bid
- Financial Bid

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

1.9 The last date for submission of the online bid is **23.05.2016** up to **3:00 PM**. The following address will be used for all communication in regard to this bid process:-

Director (Education)
New Delhi Municipal Council,
Palika Kendra, Sansad Marg, New Delhi-110001
Tel No:- (91)011-23360114, 011-23341005
Fax No: - (91) 0177-2811247, 2812882
E-mail:director.education@ndmc.gov.in,
director.education@ndmcmil.gov.in
Website: www.ndmc.gov.in

2. PROJECT PROFILE:

2.1 SMART CLASSROOM FRAMEWORK:

NDMC intends to set up of Smart Classrooms units in 30 NDMC Schools involving the supply, installation and successful commissioning of the following items:

2.1.1 HARDWARE:

- Display units (Interactive Board/White board with Interactive device/white board incorporating Interactive projector)
- DLP Ultra-short throw projector with ceiling mount kit,
- Computer with Desktop
- Speaker/Audio System
- UPS
- Cabinet (to keep CPU/desktop, UPS, keyboard, remote etc)
- Uploading/up gradation and maintenance Educational Digital contents
- Teacher training
- Manpower
- Monitoring
- Networking

- Setting up of server in computer lab of the schools etc.
- Supply & installation of CCTV cameras in each classroom which will be connected with the DVR and converter and with 32'inch LED to be installed in the Principal chamber in all 30 Schools.

2.1.2 SOFTWARE & EDUCATIONAL DIGITAL CONTENT:

The supply, installation & up gradation of Educational Digital Contents and software for the Smart Classrooms from VI to XII classes (the details of the classrooms are placed at **Annexure I**) will be based on the syllabus as mentioned below:-

S. No	SUBJECT	CLASS	LANGUAGE/MEDIUM OF THE CONTENT	SYLLABUS
1	2	3	4	5
1.	Social Science, Natural Science, Mathematics	VI to VIII	English and Hindi	As per NCERT syllabus for Navyug schools and as per Directorate of Education, GNCTD Syllabus for NDMC schools and Adopted by NDMC
2.	English, Sanskrit, Hindi	VI to VIII	As per language	-do-
3.	Computer Education	VI to VIII	English	As per KVS syllabus and Adopted by NDMC
4.	Social Science, Mathematics, Science	IX to X	English and Hindi	As per CBSE syllabus
5.	Foundation of Information Technology	IX and X	English	As per CBSE syllabus
6.	English-Communicative, English Language and Literature, Hindi Course A, Hindi Course B, Sanskrit	IX to X	As per language	As per CBSE syllabus
7.	English Elective, English Core, Hindi Elective, Hindi Core, Sanskrit Core (Code 322)	XI to XII	As per language	As per CBSE syllabus
8.	Economics, Business Studies, Accountancy, History, Political Science, Geography,	XI to XII	English and Hindi	As per CBSE syllabus

	Sociology, Physical Education, Home Science, Painting, Music			
9.	Mathematics, Physics, Chemistry, Biology, Computer Science, Informatics Practices,	XI to XII	English	As per CBSE syllabus

2.2 The successful bidder will also maintain and upkeep the Smart Classrooms under the three years comprehensive warranty throughout the contract period as per the terms & conditions given in this tender document.

2.3 The successful bidder will arrange training, both initial and later on refresher training on quarterly basis to the teachers of the schools on usage of supplied Multimedia Educational Digital Content, operations of all the hardware installed and browsing of internet in the designated schools.



**NEW DELHI MUNICIPAL COUNCIL (NDMC)
EDUCATION DEPARTMENT
PALIKA KENDRA: SANSAD MARG
NEW DELHI-110001**

Tender No.:02/Edn./2016

Dated : 27/04/2016

**SECTION-II
NOTICE INVITING TENDER (NIT)**

1. NDMC invites Technical and Financial Bids through e-tendering for establishment of 444 Smart Classrooms from Class VI to XII which includes supply, installation, commissioning & functioning of Hardware including maintenance and uploading and maintenance of Educational Digital contents and future up gradation as per changes in syllabus prescribed by boards concerned, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons, Supply and installation of CCTV cameras including DVR, Converter and 32 ' inch LED and onsite comprehensive warranty for three years in 30 NDMC Schools, from the eligible firms/agencies/companies etc.
2. The complete tender document may be obtained from the website **www.ndmc.gov.in**, **<https://govtprocurement.delhi.gov.in>**. The bidder should submit the proposal only in electronic form at **<https://govtprocurement.delhi.gov.in>** as prescribed in this tender document.
3. The total estimated cost of the project for supply, installation & commissioning of Hardware, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons, Supply and installation of CCTV cameras including DVR, Converter and 32 ' inch LED and onsite comprehensive warranty for three years, comes to Rs 10.938 Crores. However, the estimate is given nearly as a rough guide.
4. There may be a deviation of +/- 20% of the work, depending upon the developing situation, as mentioned in the Scope of Work (**Section IV**) of this tender document.
5. The cost of the tender of **Rs. 5,000/- (Rs. Five Thousand only)**, which is non-refundable, along with the Earnest money of **Rs. 22,00,000/- (Rupees Twenty Two Lakh only)** will have to be deposited separately in the form of Demand Draft/Banker's Cheque in favour of the Secretary, NDMC payable at New Delhi.
6. No request for tender documents through post will be entertained.
7. The details of the schedule of the tendering process are as under:

S. No.	Activity	Date	Time
1.	Date of release of tenders through e-Procurement portal	27.04.2016	11:00 AM
2.	Date of Pre-Bid meeting	10.05.2016	11:00 AM
3.	Last date and time of downloading of Tender Document from e-tendering portal	23.05.2016	11:00 AM
4.	Date and time for receipt of tenders through e-Procurement portal	23.05.2016	3:00 PM
5.	Date and time for opening of tenders(technical bids) through e-Procurement portal	23.05.2016	3:30 PM
6.	Date of Presentation of Digital Content by Successful bidders in Technical Bid	Will be intimated after evaluation of Technical bid.	

8. Technical bid will be opened first and if it is found complete in all respect, then only the successful bidders in Technical bid will be called for presentation of digital content. At the time of evaluation of technical bid, if required any clarification, same is to be furnished by the bidder concerned in prescribed timeline. After that, financial bid would be opened and L-1 will be decided. It is clearly stated that the work could be awarded to one who qualifies technical evaluation and who quoted lowest amount. The decision of the N.D.M.C. shall be final and binding. No claim whatsoever in this regard shall be entertained.

9. Details can be seen at www.ndmc.gov.in or <https://govtprocurement.delhi.gov.in>.

10. To participate in e-tender in NDMC, registration with application service provider (ASP) of NIC (Room No.129, Opposite Syndicate Bank, Delhi Secretariat, GNCTD, I.P. Estate, and Delhi - 110113) is mandatory.

11. Bidders should note that this is a critical project with pre-specified timeline. Therefore, bidder has to comply with all terms & conditions specified in this tender document. The bidders should submit their bids in compliance with the tender procedures and contract terms as specified in this tender document.

12. The department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to complete their work well before last date and time so as to avoid 11th hour issues like slow speed, choking of website, due to heavy load or any other unforeseen problems.



**NEW DELHI MUNICIPAL COUNCIL (NDMC)
EDUCATION DEPARTMENT
PALIKA KENDRA: SANSAD MARG
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SECTION-III

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

In this document, the following terms shall have following respective meanings:

1.1 "Act" means the New Delhi Municipal Council Act, 1994.

1.2 "Agreement" shall mean this agreement executed between NDMC and the SUCCESSFUL BIDDER and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums and alterations hereof.

1.3 "Authorized Representative / Authorized signatory" shall mean any person duly and formally authorized by either of the parties.

1.4 "Bidder" means a corporate firm/ organization / company incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.

1.5 "Contract" is used synonymously with Agreement. A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.

1.6 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the process of Contract execution.

1.7 "COD" means commercial operations date.

1.8 "Educational Digital Content" means Multimedia content based on images, Audio, Video, having interactivity and other type of digital content incorporating the software to run digital educational content as per the syllabus adopted by NDMC Schools from class VI to XII.

1.9 "Fraudulent Practice" means a misrepresentation of facts in order to influence bidding process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department of Higher Education of the benefits of free and open

competition.

1.10 "Implementation Period" shall mean the period from the date of signing of the Agreement.

1.11 "Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Delhi Government and/or NDMC.

1.12 "LOA" means issuing of Letter of work Award, which shall constitute the intention of the Tenderer to place the work order with the successful bidder.

1.13 "Last three financial years" means 2012-13, 2013-14 and 2014-15.

1.14 "OEM" means Original equipment manufacturer (OEM) (A company that makes a part or subsystem that is used in another company's end product.)

1.15 "Party" means the NDMC (New Delhi Municipal Council) or Bidder, individually and "Parties" mean NDMC and the bidder collectively.

1.16 "Smart Classroom" means supply, uploading and maintenance of Educational Digital contents of class VI to XII as per the syllabus mentioned at Annexure II (C) and future upgradation, supply, installation, commissioning & functioning of Hardware, including maintenance, networking and setting up of server, training to teachers, providing learning analytics through MIS, providing IT Assistants cum Resource Persons, supply , installations and commissioning of CCTV cameras including DVR, Converter and 32' inch LED TV and onsite comprehensive warranty for three years.

1.17 "Similar Work" means supply, uploading and maintenance of Educational Digital contents of class VI to XII as per the syllabus mentioned at Annexure II (C) and future upgradation, supply, installation, commissioning & functioning of Hardware, including maintenance, networking and setting up of server, training to teachers, providing learning analytics through MIS, providing IT Assistants cum Resource Persons, and onsite comprehensive warranty for three years.

1.18 "Service" means provision of Contracted service viz., supply, installation, operation, maintenance and associated services for Smart Classrooms in NDMC Schools.

1.19 "Sites" shall mean school premises of NDMC Schools, New Delhi as mentioned in **Annexure-I** of the tender document, for which the contract has been issued and where the services shall be provided as per the agreement.

1.20 "Tenderer" means the NDMC who is issuing this tender.

1.21 "Work" - means supply, uploading and maintenance of Educational Digital contents of class VI to XII as per the syllabus mentioned at Annexure II (C) and future upgradation, supply, installation, commissioning & functioning of Hardware, including maintenance, networking and setting up of server, training to teachers, providing learning analytics through MIS, providing IT Assistants cum Resource Persons, supply, installations and commissioning of CCTV cameras including DVR, Converter and 32' inch LED TV and onsite comprehensive warranty for three years.

2. EARNEST MONEY DEPOSIT:

2.1 The cost of the tender of Rs. 5,000/- (Rs. Five Thousand only), which is non-refundable, alongwith the Earnest money of Rs. 22,00,000/- (Rupees Twenty Two Lakh only) will have to be deposited separately in the form of Demand Draft/Banker's Cheque in favour of the Secretary, NDMC payable at New Delhi.

2.2 Amount of Earnest Money and the cost of tender in the form of Bank Drafts/Banker's cheques/Demand Drafts from any nationalized/scheduled bank **drawn in favour of The Secretary, NDMC payable at New Delhi** will have to be submitted physically **on 23.05.2016 at 3:30 PM** in the tender box kept in the office of Director (Education) at Room No. 7014, 7th floor NDMC building, Palika Kendra, New Delhi-110001. The copy of the EMD deposited is also required to be uploaded along-with the bid.

2.3 The Earnest Money Deposit of un-successful bidders shall be returned / refunded within 21 working days of award of Tender. However, the cost of tender of Rs. 5,000/- is **non-refundable**. In case of successful bidder this shall be returned /refunded within 15 days of signing of Contract Agreement and submission of Bank Guarantee.

2.4 The Bidders have to submit all the required details mentioned in the e-tendering portal. All the required Documents including the EMD demand draft/bankers cheque, have to be scanned and uploaded/submitted at the e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>

2.5 The EMD will be forfeited at the discretion of, NDMC on account of one or more of the following reasons:

2.5.1 The Bidder withdraws their Bid during the period of Bid validity.

2.5.2 Bidder does not respond to the requests for clarification of Bid.

2.5.3 Bidder fails to co-operate in the Bid evaluation process.

2.5.4 Bidder is found to be engaged in corrupt/fraudulent practices.

2.5.5 In case of a successful Bidder, the said bidder fails:

- 2.5.5.1** To furnish Performance Bank Guarantee or
- 2.5.5.2** To sign the agreement in time
- 2.5.5.3** Failure to execute the contract as per terms and conditions stipulated in the tender documents.

2.5.6 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD.

2.5.7 If the bid is not in conformity with the instructions mentioned in the tender document.

2.5.8 If the bidder violates any provision of the terms and condition of the tender document.

2.5.9 Refusal by the tenderer to accept an arithmetical error or otherwise appearing on the face of tender;

3. SUBMISSION OF BID

3.1 Tender Document can be downloaded from the e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>

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

3.3 The Bids needs to be submitted only on the e-tendering portal i.e. <https://govtprocurement.delhi.gov.in>

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

3.5 The Bidders have to upload their bids online through e-tendering portal i.e. <https://govtprocurement.delhi.gov.in> in three parts which will include Part I- Key Features including bidder's profile, Part II-Technical Bid as per the proforma given in **Annexure III** and Part III- Financial Bid as per proforma given in **Annexure V**.

3.6 Bidder shall submit their offer in electronic format on above mentioned website up to the end date and time for submission of the bid, after stamping and digitally signing the same. Offers which are not digitally signed and stamped will not be accepted. No bid in physical form will be accepted and considered.

3.7 Tender Bid document shall be entertained only upon furnishing a “No dues Certificate” in the form of an undertaking on non-judicial paper that nothing is payable against the bidder (individual/firm/company/society as the case may be) from any previous contract/agreement/work award by the NDMC.

3.8 The technical Specification for establishing Smart Classrooms including CCTV cameras and 32 inch LED TV as per **Annexure - II(A)** and providing licensing of digital Content, as per **Annexure - II(B)** shall be valid for three years from the date of commissioning of the Smart Classrooms for which an agreement as per **Annexure-VI**, shall be signed with the successful bidder. NDMC reserves the right to extend the Contract at its sole discretion and requirement.

3.9 Bidders are advised, in their own interest, to visit and see location of the schools (**Annexure - I**) before submitting their tender and assess the feasibility. At no stage, the bid offered shall be extended.

3.10 Bids will be opened online as per time schedule mentioned in NIT.

3.11 The department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to complete their work well before last date and time so as to avoid 11th hour issues like slow speed, choking of website, due to heavy load or any other unforeseen problems.

4. PRE BID MEETING/QUERIES/CLARIFICATIONS:

4.1 For any other query relating to technical specifications, the bidders may contact **the Deputy Education Officer (Computers), NDMC/Education Department at Room No.1005, 10th Floor, NDMC Building, Palika Kendra, Sansad Marg New Delhi – 110001.**

4.2 The queries may be submitted in the form of hardcopy in the office of the Director (Education) or on **email-coordinator.education@ndmcmail.gov.in**, director.education@ndmc.gov.in before 48 hours of the time fixed for the pre-bid meeting after which no query shall be taken into account. Any corrigendum, if required, will be uploaded on e-tendering portal after the pre-bid meeting date.

4.3 The Pre-bid meeting shall take place on 10.05.2016 at 11:00 AM in the Council Room, NDMC building, Palika Kendra New Delhi-110001 under the Chairmanship of Secretary, NDMC.

4.4 Bidders are requested to give detailed suggestions of bid document in written at the time of pre-bid meeting.

4.5 NDMC shall consolidate all clarifications sought for by the various Bidders and clarify the same five days prior to the Submission of Bids. No clarification shall be entertained thereafter.

4.6 NDMC reserves the right to allot/cancel the tenders invited for setting up of Smart Classroom as it may consider/deem fit and proper and to reject the tenders/applications without assigning any reasons at any stage.

5. AMENDMENT OF BID DOCUMENTS

5.1 At any time before the scheduled submission of bid, NDMC may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment.

5.2 The amendment/response to clarification(s), if any, will be sent in writing to all prospective Bidders or upload on the NDMC website which will be binding on them. NDMC may, at its discretion, extend the date for submission and/or opening of the bid.

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

6. LANGUAGE OF BID

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

7. SUB-LETTING OF CONTRACT

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

8. ACCEPTANCE AND WITHDRAWAL

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

8.2 Tender with incomplete information is liable for rejection.

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

9. GOVERNING LAW

This Agreement/contract shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions as above,

the courts of law located in New Delhi shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

10. COMPLIANCE WITH LAWS

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

11. SEVERABILITY

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

12. AFFIDAVIT

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

13. BID OPENING:

13.1 The Technical Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.

13.2 NDMC shall conduct the bid opening at the address, date and time specified in the NIT.

13.3 All the bids received up to the specified time and date shall be opened by the members of Technical Evaluation Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present. This will also be displayed on the NDMC website and <https://govtprocurement.delhi.gov.in>.

13.4 All the documents comprising of technical bid shall be downloaded and opened from <https://govtprocurement.delhi.gov.in>.

13.5 All the technical bids, except the Commercial/financial bids, shall be opened one at a time, and the name of the bidder; EMD and any other details as the procuring entity may consider appropriate will be read out. No Bid shall be rejected at the time of opening of Technical Bids except the late Bids, Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment or instrument of the EMD.

13.6 The Technical Evaluation Committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain

their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of the Technical Evaluation Committee with date and time of opening of the Bids.

14. DEADLINE FOR SUBMISSION OF BIDS:

14.1 NDMC may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of NDMC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14.2 In the event of the specified date for the submission of Bids being declared a holiday for NDMC, the Bids will be received up to the appointed time on the next working day.

15. LATE BIDS:

Any Bid received by NDMC after the deadline for submission of bids prescribed by NDMC pursuant to clause 13, will be summarily rejected.

16. EVALUATION OF TENDERS

16.1 The bids shall be evaluated by the NDMC through the TECHNICAL EVALUATION COMMITTEE (TEC). The NDMC may utilize the services of a consultant or a adviser for evaluation of the bids. The NDMC shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The NDMC shall carry out detailed evaluation of the substantially responsive bids. The NDMC shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

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

16.2.1 If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.

16.2.2 In case of discrepancy between words and figures, the amount in words shall prevail.

16.3 A bid determined as substantially non-responsive shall be rejected by the NDMC.

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

16.5 The NDMC shall evaluate in detail and compare the bids which are substantially responsive.

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

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

16.8 NDMC shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

17. SCANNED COPY OF THE DOCUMENTS (DULY SIGNED AND STAMPED) TO BE UPLOADED BY THE BIDDER AT THE TIME OF SUBMISSION OF TECHNICAL BID:

The following documents should be submitted online:

17.1 Scanned copy of Bank/Demand drafts in respect of Earnest Money Deposit (EMD) and cost of tender from any nationalized/Scheduled Bank drawn in favour of Secretary, N.D.M.C payable at New Delhi.

17.2 Original Bank/Demand drafts in respect of Earnest Money Deposit (EMD) and the cost of tender should be submitted physically in tender box kept in the office of the Director (Education), at Room No.7014, 7th Floor, Palika Kendra, Sansad Marg New Delhi-110001, latest by 3:30 PM on 23.05.2016.

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

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

17.5 Self attested copy of certificate that the upto date Income Tax Returns have been filed.

17.6 Self attested documentary evidence of (a) the Proof of Residence of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorised Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as Proof of the Address of the Office of the Bidder Firm/Company/Society.

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

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

17.9 The bidder will submit an undertaking that after the award of the work to them, they will open a support office in NCR manned with their own qualified support staff/Engineer with their Customer Care Number.

17.10The turnover/network/financial status of the bidder shall be ascertained from the following documents which the bidder is required to upload (scanned copy) along with the tender document:

17.10.1 Audited Financial Statement of the Firm/Company/Society for the preceding three Financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2012-13, 2013-14 and 2014-15)

17.10.2 Audited Balance sheet of the Firm / Company /Society for the preceding three Financial years showing the annual turnover, duly certified by a Chartered Accountant; (FY 2012-13, 2013-14 and 2014-15)

17.11An undertaking (scanned copy) shall be uploaded with the technical bid documents by the intending bidder that their firm/company/society has not been blacklisted by any Govt. or Semi Govt. organization in the last five years.

17.12Certified copies of profit and loss statement and relevant audited balance sheets of last three financial years should be submitted with the tender documents.

17.13The bidder should submit a partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society

17.14No dues certificate in the form of an Affidavit on non judicial paper certifying that nothing is payable against the Bidder from any previous contract/agreement/work award by the N.D.M.C.

17.15The bidders shall have to furnish an affidavit as under:

“I/We undertake and confirm that eligible similar work have not got executed through another contract on back to back basis. Further that, if such a violation comes to the notice of the Department, then, I shall be debarred for bidding in NDMC in future, forever. Also, if such a violation comes to a notice to the department before date of start of work, the NDMC shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee (Scanned copy to be uploaded at the time of submission of bid.)

17.16 Technical bids (**ANNEXURE ‘III’**) along with the compliance sheet of technical specification as mentioned in **Annexure II(A),II(B),II(C)** and with

necessary documents should be filled in all respect and each paper should be signed by the authorized representative, scanned and uploaded in e-tendering portal.

17.17 The bidder has to submit a Bid letter as per format given in **Annexure III (A)**.

17.18 The bidder has to submit the Financial Information Summary of the Company/Agency/Organization as per format given in **Annexure III (B)**.

17.19 The bidder has to submit the details of establishing Smart classrooms/clients in the last 7 years as per format given in **Annexure III (C)**.

17.20 Details of multimedia based Educational Digital content already developed by the bidder for class VI to XII as per CBSE and GNCT syllabus with work order for each contract as per format given in **Annexure III (D)**.

17.21 A list of OEM/Brand wise details of deliverables of Hardware supplied by the vender may be submitted/uploaded along-with the Technical bid as per format given in **Annexure III (E)**.

17.22 The bidder has to submit a Commitment letter for the support from the Principal manufacturer/OEM as per format given in **Annexure III (F)**.

17.23 The bidder has to submit Authority letter for the supply of equipments from the Principal manufacturer of OEM as per format given in **Annexure III (G)**.

17.24 The bidders should give an undertaking regarding acceptance of the implementation schedule and payment terms as mentioned in **Annexure- III (H)**. Any deviation in the implementation schedule shall make the tender liable for rejection.

17.25 Checklist of documents to be submitted in the first cover as per format given in **Annexure III (I)**.

17.26 The bidder should submit pre-integrity pact along with the technical bid as per format given in **Annexure IV**.

17.27 The bidder has to submit financial bid format given in **Annexure V**.

17.28 The bidder has to submit a consolidated cost sheet as per format given in **Annexure V (A)**.

17.29 The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs. 4.6 Crores i.e. 40% of the estimated cost, issued on or after 1st April 2016 by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.

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

SECTION IV

SCOPE OF WORK

1. The bidder is required to undertake the following **Scope of work for setting up 444 Smart Classrooms in 30 NDMC Schools:-**

1.1 The bidder should ensure proper installation of the infrastructure of Smart Classrooms having Educational Digital Content in 444 Smart Classrooms in NDMC Schools and the proper functioning of all the equipments. The Principal of the school concerned will certify the successful installation.

1.2 Supply installation, commissioning and maintenance of infrastructure /equipments including CCTV cameras and 32 inch LED TV as per the Technical specification mentioned in **Annexure - II (A)**.

1.3 Provide, upload , maintenance and up gradation of Educational Digital Contents as per the syllabus of class VI to XII including all the specification mentioned in **Annexure – II (B)**.

1.4 Supply, installation and maintenance of Educational Digital Content should be as per the subject, class, syllabus and medium as stated in **Annexure II (C)**. Provide Educational Digital contents for other major/elective subjects, as specified by CBSE for class XI and XII, whenever the same are introduced in NDMC schools during the period of contract without any extra cost.

1.5 Provide training on usage of supplied Educational Digital Content, operations of all the hardware installed in the schools to all the subject teachers at the concerned schools and also provide subsequent refreshers training as and when required as per the following details:

Training requirements for the adoption of smart education

1. Training for all the courses (as specified in Annexure II C) to the teachers in each school needs to be provided by the bidder. Teachers who will undertake the training will be selected by the principal of the respective school.

2. Post the installations of the hardware and software required for the smart classroom, at-least 7 days of initial intensive training should be conducted by the bidder covering all schools to ensure maximum adoption of the smart classroom in each school

3. Post this training independent evaluations will be carried out by NDMC officers/independent consultants to understand the readiness of the teachers in each school in adoption of the smart teaching mechanism

4. In case NDMC officers find out there are still training requirements based on the above evaluation, the bidder needs to undertake further training as specified in the evaluation report prepared by the NDMC officers/independent consultants

5. In addition to the above, at-least 3 days of refresher training needs to be conducted by the bidder in every quarter

1.5.2 The MIS System which will be integrated with each of the smart class room should conform with the following minimum learning analytical requirements:-

Learning analytics for each classroom

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

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

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

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

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

1.6 All equipments of the Smart Classrooms shall be delivered and installed at location/site of 30 NDMC Schools as located in the area which is being covered by New Delhi Municipal Council. The list of schools containing details of Locations is given at **Annexure - I**.

1.7 The list of school wise requirement of CCTV cameras, DVR, HDD and Media channels and 32 inch LED TV is given in **ANNEXURE-IA**.

1.8 The Bidder shall bear all the costs for the supply, installation and maintenance to respective locations.

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

1.10 The bidder shall provide spares and necessary support to NDMC, on technical issues for all hardware equipments. These include full guarantee as well as warranty for one year & also quote the rate of comprehensive maintenance (with all spares) for succeeding two years.

1.11 The equipment & peripherals must be supported for perfect installation at the delivery site & the bidder should indicate the proposed arrangement / spare parts stocking for providing high quality services.

1.12 The successful bidder will maintain atleast 2% spare parts at the designated NDMC School or site so that the parts can be replaced immediately. For onsite warranty of the hardware 2 (Two) resident engineer will remained stationed in designated NDMC School or site.

1.13 The successful bidder shall have to supply all necessary accessories along with the supplied goods viz. appropriate cable, power supply cords/wires/cables etc. and appropriate licenses, device drivers and documentation that may be required, whether mentioned or not mentioned in the tender, for successful acceptance of the quoted product by NDMC.

1.14 The bidder must have the full licensed rights of the software nationally as well as internationally of all software/operating systems developed and /or supplied to the NDMC through this tender.

1.13 THE SPECIFICATION OF THE MODULE OF THE EDUCATIONAL DIGITAL CONTENT & SOFTWARE OF THE SMART CLASSROOMS (MULTIMEDIA BASED EDUCATIONAL CONTENT):

The bidder shall supply the module of the multimedia educational digital content having the features and activities indicated below:

1.13.1 Understanding the requirement for developing and installation of customized Computer aided teaching and Computer Aided Learning product.

1.13.2 Concepts should be explained through good and effective graphics, and animations based on imaginative analogies.

1.13.3 Conceptualizing the multimedia content based on story lines, minimum 2D animation, interactive games, live coverage, real life examples, music and riddles having good voice over etc.

1.13.4 The multimedia educational content should be categorized class wise and subject wise.

1.13.5 The bidder will also provide multimedia educational content usage utility software in order to access the exact usage of content in each Smart Classroom. The utility software should generate subject wise, class wise and teacher wise usage report of each topic taught in the Smart Classroom.

1.13.6 Relevant manual pertaining to academic/administration etc. will have to be provided to each of the school. Two copies of the same have to be provided at the Headquarter of the Education Department at Palika Kendra, Sansad Marg New Delhi.

1.13.7 The bidder has to consult the syllabus and books prescribed by the Board as stated in column 5 of **Annexure II (C) and the links mentioned therein.**

1.13.8 The bidder has to install the software/Educational Digital Contents in the standalone Smart Classroom CPU also so that the failure of network does not affect the working of Smart classroom.

1.13.9 In case of any change in syllabus at any point of time during contract period, the bidder has to supply Educational Digital Content on new topics incorporated, changed topics without any additional payment.

1.13.10 If any technical/operational defects are found in the Multimedia Educational Content at any point of time (during the period of contract), the same will have to be rectified/replaced free of cost by the bidder.

1.13.11 The bidder is also bound to make the necessary modification in the Multimedia educational content as per the feedback received from the teachers throughout the contract period.

1.14 THE FEATURES OF SOFTWARE OF EDUCATIOAL DIGITAL CONTENT:

The software of the Educational Digital Contents should have the following features:

1.14.1 User Interface: The proposed system components should be simple comprehensive, learner centric and easy to use.

1.14.2 GUI: The proposed solution should be based on graphical interpretation and windows architecture.

1.14.3 Learning Objective: The Multimedia content should meet out all the academic objectives in respect of all the multimedia educational content.

1.14.4 Interactive: Multimedia contents should provide many interactions during the use of Multimedia Educational Content. There should have a facility whereby a teacher/student can stop at any point and restart after a pause from the same point in the topic. All modules should have pause,

play, fast forward, index, assessment and rewind facilities.

1.14.5 Learning approaches: 2-3 different learning approaches should be used during the preparation of the contents.

1.14.6 Accuracy: The contents should be clearly represented, structured and accurate.

1.14.7 Accessibility: All contents should be accessible with good response time.

1.14.8 Other features: Quality of contents, innovation, instructional language of content, flow of logic, clarity and relevance of voice over, methodology, assessment, and examples etc.

1.14.9 Voice Over: The voice of Male and female experts be used during recording.

1.15 TECHNICAL SPECIFICATION OF IT INFRASTRUCTURE REQUIREMENTS:

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

1.15.1 COMPUTERS:

1.15.1.1The Bidder is required to provide desktop computers for preparation of lecture (lesson plans) and other purposes, in each of the Smart Classrooms. Bidder may note that the scope of work includes all services i.e. Comprehensive 3 year Warranty/repair/maintenance/spares /instant replacement in case of break down/failure etc.

1.15.1.2The detail of technical specifications of Computers (PC) is given in **Annexure II (A)**.

1.15.2 INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR:

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

1.15.2.2 The details of technical specification of Interactive Board is given in **Annexure – II (A)**.

1.15.3 PROJECTOR:

1.15.3.1 The Bidder has to provide an Ultra short throw, wall mounted Projector in each of the class rooms where Smart Classrooms are to be set up.

1.15.3.2 The details of technical specification of Projector is given in **Annexure – II (A)**.

1.15.4 SOUND SYSTEM/AUDIO SYSTEM:

1.15.4.1 The Bidder has to provide Sound System/ Audio System in each of the smart Classrooms.

1.15.4.2 The detail of technical specification of Sound System/Audio System is given in **Annexure – II (A)**

1.15.5 SERVER/ RESOURCE CENTRE & ITS NETWORKING TO THE CLASSROOMS:

1.15.5.1 The successful bidder should provide and set up a server in the computer Lab, in which all the Educational Digital Contents, to be used for teaching & reference purpose by teacher, will be downloaded /installed by the company.

1.15.5.2 The provision of network would be for the following purpose:

1.15.5.2.1 To connect Smart Classrooms to the server.

1.15.5.2.2 To connect computers to server, to be used by teachers for lecture preparation.

1.15.5.2.3 The cost of all the necessary hardware for networking i.e. CAT 6 cables, switches would be borne by the bidder.

1.15.5.2.4 No assistance would be provided by the NDMC, in case of any technical difficulty arises in the installation & operation of network. It is the responsibility of the successful bidder to provide, install and make functional the complete network required for successful running of the Digital contents in all the class rooms proposed in this tender.

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

1.15.5.3 The details of technical specification of Server and networking is given in **Annexure – II (A)**.

1.15.6 CCTV cameras, DVR, Converter and 32 inch LED etc..

1.15.6.1 The successful Bidder has to provide, install and integrate CCTV cameras along with DVR, Converter and LED T.V.

1.15.6.2 The purpose of the CCTV cameras is to monitor the functioning of the smart classrooms. The CCTV cameras will also be used to monitor the uses of smart classrooms by the teachers.

1.15.6.3 The details of technical specifications of CCTV cameras, DVRs, Converters and LED TV are given in **Annexure-II(A)**.

1.15.6.4 The CCTV cameras will be placed in such a way that it should give a clear of entire class and entire equipments/hardware under the smart classrooms.

1.15.6.5 LED TV will be installed in Principal's chamber of the School to monitor the use of the Smart classrooms.

1.15.6 ELECTRICAL WIRING AND EQUIPMENTS:

1.15.6.1 The bidder has to undertake electrical wiring (of ISI marked & branded) for all electrical and IT equipments like PCs, Server and UPS etc. in 30 NDMC Schools.

1.15.6.2 Electrical wiring would also include proper earthing arrangements.

1.15.6.3. Wiring (All equipments/ appliances /fittings should be ISI/ISO certified)

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

1.15.7. CABINET FOR SAFETY OF THE EQUIPMENTS:

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

1.15.8. PROVISION FOR THE GREEN BOARD WITH WHITE INTERACTIVE BOARD:

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

1.15.9. CIVIL WORK:

All civil work during the installation of Smart Board and White Board along with the Projector and sound system, Cabinet containing PC and UPS and

during networking will be carried out by the bidder in such a manner that it should match with the existing civil work of the classes.

2. TRAINING OF TEACHERS AND OTHER STAFF

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

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

2.1.2 There should be special emphasis on practical training, operating the System for the use of multimedia educational content as per details given in para 1.5 above.

2.1.3 The cost of training and other expenses relating to the training, if any, will be borne by the successful bidder and NDMC will not bear the training cost in any manner.

2.1.4 After the completion of the training the concerned Principal of the training centre will issue the certificate to the bidder whether the training is satisfactory (by taking the feedback from the trainees) and conducted as per the schedule.

2.2 QUALIFICATION OF TRAINERS: The Trainer must be Post Graduate from a recognized University and having full knowledge of handling the equipment of Smart Classroom and Educational Digital Content and its usage. Bidder may also provide assistant trainer, if required.

2.3 REFRESHER TRAINING: The successful bidder will also provide 2 days refresher training of teachers on quarterly basis for the period of contract. Date, Time and venue of training will be finalized by the Director (Education)/Principals.

3. MANPOWER REQUIREMENT (IT ASSISTANTS CUM RESOURCE PERSON):

3.1 The successful bidder will be required to provide 03 (three) IT Assistant cum Resource Persons (full time) to coordinate, implement and to provide regular feedback and reporting regarding the Smart Classrooms installed in NDMC Schools. The resource persons should be bonafide member/employee of the concerned company for the period of the contract.

3.2 The bidder will be responsible for all the employment terms of these IT Assistants cum Resource Persons including the service laws i.e. income tax, provident fund, gratuity, pension, LTC, Medical Expenses etc., and will also

comply applicable Minimum Wages Act. NDMC shall not be responsible of any act of the IT Assistant cum Resource Person and also not be liable for any damages/penalty /payment in any form either legal or otherwise.

3.3 EDUCATIONAL QUALIFICATIONS FOR IT ASSISTANT CUM RESOURCE PERSON:

3.3.1 B.Tech/B.E./B.Sc. (Computer Science/IT)/BCA from a recognized University.

3.3.2 Minimum one year experience in handling Smart classrooms equipment (including Hardware and Software)

3.4 ROLES AND RESPONSIBILITIES OF IT ASSISTANT CUM RESOURCE PERSON:

3.4.1 To ensure smooth implementation of the Smart classrooms in NDMC Schools.

3.4.2 To coordinate and cooperate with office of Director (Education), NDMC.

3.4.3 Monitoring the performance of teaching staff of using smart classrooms equipment.

3.4.4 Infrastructure maintenance and upkeepment of Hardware, software and Multimedia Educational Content.

3.4.5 To get the desired data, reports on time.

3.4.6 To provide training for handling and using smart classroom equipment to the ministerial staff and concerned Head of the school.

3.4.7 NDMC shall not have any liability including litigation arising due to recruitment, retrenchment, reallocation, salary disbursement or any other service conditions of IT Assistant cum Resource Person /any other staff appointed by the bidder. In case of any dispute/litigation arising as a result of the service conditions, the said dispute/litigation will be the exclusive dispute/litigation between the IT Assistant cum Resource Person/any other staff appointed by the bidder. The NDMC and Head of the concerned school will have no responsibility or liability in all such matters.

3.4.8 If at any stage, the performance of the any resource person is not found satisfactory or his/her work and conduct is not found satisfactory, then the successful bidder has to provide replacement for the same.

4. COMPREHENSIVE WARRANTY:

4.1 The period of onsite comprehensive warranty will be three years, and will start from the date of successful commissioning & functioning of the project, as specified in the Special Conditions of Contract (**Section – VII**).

4.2 During the warranty period of the products given by the successful bidder, the bidder shall give warranty that goods to be supplied shall be

new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the tenderer.

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

4.4 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

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

5. MONITORING SYSTEM :-

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

5.2. Director (Education), NDMC shall act as the nodal officer of the PMU for the project for the purpose of overall monitoring of the project.

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

6. ROLES AND RESPONSIBILITIES OF ALL THE STAKEHOLDERS:

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

S.NO	DUTIES & RESPONSIBILITY	STAKEHOLDERS
1.	Selection of Classrooms in 30 NDMC Schools	Head of School (HoS) of the Concerned School
2.	Modification to be done in the classroom for successful installation of hardware equipments in the Smart Classrooms	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
3.	Installation of the Smart Classroom System	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
4.	Training of all concerned Teachers for effective use of Smart Classroom System	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
5.	Uploading and Updating of learning content and other features	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
6.	Maintenance	Successful bidder under the supervision of Head of School (HoS) of the Concerned School
7.	All the expenditure of any change / replacement Expenses/Cartage of supplied equipments	Successful bidder
8.	The safety of the equipments & maintaining of stock register	Head of School (HoS) of the Concerned School
9.	The digital Contents should be well understandable & comprehensive to the students of our schools and also should according to the syllabus of each subject.	Successful bidder under the supervision of Head of School (HoS) of the Concerned School. (NDMC reserves the right to constitute a sub- committee to assess the level of digital Contents prepared and delivered by the successful bidder)
10.	Smart Classrooms should be switched on at least once in a week for about 3 hours so that the batteries may not deep discharge.	Head of School (HoS) of the Concerned School
11.	The usage of these Smart Class rooms must be mentioned in Time table. He will ensure the usage of these smart class rooms.	Head of School (HoS) of the Concerned School

SECTION V

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

The bidding firm should comply with the following eligibility criteria. In case the bidder fails to qualify in any of the following criteria, the bidder will not be considered for Technical Evaluation.:-

Eligibility Criteria for each bidder

1. Reputed and experienced Indian companies who have adequate and sound knowledge of developing Educational Digital Content, setting up of Smart Classrooms, supply of IT infrastructure and & have installed their Smart Classroom products in Govt. & Govt. Aided schools/Institutes & private schools/Institutes during the last seven (07) years.

2. The bidding firm should have the experience of the following work:-

Three **similar works**, each of not less than 40% of the total work i.e. 40% of 444 smart classrooms (178 Smart classrooms).

OR

Two **similar works**, each of not less than 60% of the total work i.e. 60% of 444 smart classrooms (266 Smart classrooms).

OR

One **similar work** of not less than 80% of the total work i.e. 80% of 444 smart classrooms, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. (355 Smart classrooms).

3. The bidder should have a minimum average annual turnover of at-least Rs.11 crore during the last three financial years. The turn over shall be supported by documentary evidences duly certified by Chartered Accountant which shall be attached with the tender documents.

4.If the applicant is a 100% subsidiary of any legal entity , then the financial and technical capabilities of the such parent legal entity may be considered for the purpose of Clause 2 and 3 above.

5. The bidder should have the self-developed audio visual content using 2D, 3D animations and live video along-with virtual experiments, virtual activities and MIS reporting system as per CBSE syllabus and Delhi Government syllabus from class VI to XII. The firm must have the same experience of supplying their developed educational digital contents to the Smart Classrooms as per the work experience mentioned above.

6. All offered Digital contents should support seamless interoperability

among all operating systems including windows, android and cloud based web applications. There should be no compatibility problem/issues among the supplied products, software and components etc. The bidders should submit an undertaking to this effect.

7. The bidding firm should not have incurred any losses in more than two years during the last five years ending 31st March, 2015 and should have a positive net worth during the last three financial years.

8. Certified copies of profit and loss statement and relevant audited balance sheets of last three financial years should be submitted with the tender documents.

9. The bidder should have an office in NCR manned with their own qualified support staff/Engineer with their Customer Care Number

Or

The bidder will submit an undertaking that after the award of the work to them, they will open a support office in NCR manned with their own qualified support staff/Engineer with their Customer Care Number.

10. The bidder firm has not been blacklisted by any Govt. or Semi Govt. organization in the last five years.

11.A Pre-Contract Integrity Pact as declared by CVC, Govt. of India as a preliminary qualification as per the draft Pact placed at ANNEXURE-IV shall have to be executed along with the Technical bid submitted through e-tendering process. It is mandatory for the bidder to sign Pre-Contract Integrity Pact. The bidder who does not sign the Pre-Integrity Pact shall not be considered.

12. The bidder should have registered themselves with appropriate authority to comply with all social benefits legislation enacted by the Govt. for casual/contract viz. EPF Act, ESIC Act, Minimum Wage Act etc. failing which the candidature of the bidder will be rejected.

13. The bidder shall not be permitted to tender for works if his near relative is posted as an officer in any capacity in NDMC.

14. The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs. 4.4 Crores i.e. 40% of the estimated cost, issued on or after 1st April 2016 by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.

The bidders successfully passing the aforementioned eligibility criteria will be called for presentation in front of the Technical Evaluation Committee. The bidders will then be judged based on the following technical evaluation criteria by the Technical evaluation committee based on the technical bids submitted as well as during their presentation in front of the committee:

Criteria	Total Marks
Number of classes where the shortlisted Bidder have carried out similar work >400 and <= 750 classrooms: 10 marks >750 and <= 1000 classrooms: 15 marks >1000: 20 marks	20
Desired learning outcomes are clearly stated and meets the scope of work	10
Coverage/scope of the contents is as per the syllabus mentioned in Annexure II (C) and is sufficient & easy to understand	10
Content is accurate, factual and covers minimum time duration	10
The content is interactive, user friendly structured & easy to access	10
Level of innovations used in the learning styles/approaches in the content	10
Extensiveness of the training plan presented by the bidders including the qualification of the trainers	15
Learning analytics of the MIS system covered in the content	15
Total	100

The financial bid of only those bidders will be opened who score 70 or more marks in technical evaluation. The bidder will quote for the entire scope of work mentioned in this tender document.

The bidder who quoted the lowest rate (L1) will be awarded with the work.

SECTION – VI

GENERAL TERMS & CONDITIONS

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. THE BIDDER IS EXPECTED TO READ ALL INSTRUCTIONS: forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid. The site will be NDMC Schools under NDMC.

2. THE BIDDER SHALL BEAR ALL THE COSTS: associated with the preparation and submission of its bid, and NDMC in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process. The rate quoted will have the validity of 36 months from the date of signing of the contract and no escalation to the rates quoted shall be permitted.

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

4. CURRENCY OF FINANCIAL PROPOSAL :shall be made in Indian Rupees only.

5. FAILURE OF THE SUCCESSFUL BIDDER: to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event the NDMC may make the award to the next lowest evaluated bidder or call for new bids.

6. PROVISION OF 03 IT ASSISTANTS CUM RESOURCE PERSONS: The bidder will provide 03 IT Assistants cum Resource Persons for the entire period of contract of three years as per the agreed terms. The bidding company will be responsible for all the employment terms of these IT Assistant cum Resource Person including the service laws i.e. income tax, provident fund, gratuity, pension, LTC, Medical Expenses etc., will also comply applicable minimum wages act. NDMC shall not be made responsible of any act of the resource persons also not liable for any damages/ penalty /payment in any form either legal or otherwise.

7. NDMC RIGHT TO INCREASE/DECREASE THE QUANTITY REQUIREMENT: NDMC reserves the right to vary the quantity (upto +/-

20%) within validity of the contract without any change in price or other terms and conditions with commensurate increase or decrease in delivery period or may place order in phases.

8. PERIOD OF CONTRACT:

8.1 The tender for establishing and maintaining smart classrooms in NDMC shall be allotted for a period of 36 months (three years) from the date of commissioning & functioning of 444 Smart Classrooms in NDMC Schools, for which an agreement with the successful bidder shall be signed as per **ANNEXURE-VI** and the conditions described herein shall also be part of the agreement.

8.2 The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non judicial stamp paper in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender.

8.3 The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

8.4 The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the NDMC and forfeiture of security deposit with NDMC.

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

10. SUBMISSION OF LETTER OF ACCEPTANCE:

10.1 The successful Bidder shall have to submit Letter of Acceptance within 07 working days, from the date of issuance of Letter of award. The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to 10% of cost quoted by the bidder. Thereafter, the letter of work award will be issued and the date of commencement shall be reckoned from date of handing over of letter of work award.

10.2 In case, the successful bidder fails to respond to the Letter of Award as well as fails to complete all the formalities for getting the project of Smart Classrooms in NDMC School within 07 working days of the issue of Letter of Award, the offer may be withdrawn and in such case the earnest money shall stand forfeited.

11. ISSUANCE OF LETTER OF AWARD:

After approval of the tender from competent authority, Letter of Award will be issued to the successful Bidder on deposition of due Bank Guarantee as Performance Guarantee.

12. LIABILITY OF TAXES :

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

13. MEANS OF COMMUNICATION:

13.1 That the parties to this agreement shall expressly communicate in writing as regards any change in/of address, constitution or otherwise at the address & manner of communication as set in this agreement. Such communication shall be sent at the last recorded address of the Party concerned.

14. PRE-INTEGRITY PACT: Pre-Contract Integrity Pact is to be executed by NDMC & the bidder as per the draft Pact at **ANNEXURE-IV** in terms of CVC guidelines.

15. IMPORTANT INSTRUCTIONS REGARDING SECURITY DEPOSIT/PERFORMANCE GUARANTEE

15.1 The successful bidder shall have to deposit Bank Guarantee equivalent to 10% of the tendered value by Demand Draft/ Banker's Cheque of a Nationalized / Scheduled bank issued in favour of Secretary, NDMC, payable at Delhi **Or** a Bank Guarantee as Performance Guarantee which will be as per the format provided at **ANNEXURE - VII** by NDMC. The Bank Guarantee as performance guarantee has to be submitted after completing all the formalities within 7 working days of issue of letter of award.

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

15.3 Performance Bank Guarantee shall be valid for 180 days beyond the term of the concession Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.

15.4 The Bank Guarantee will be released to the bidding firm upon issue of Certificate of Satisfaction by the Director (Education), NDMC.

15.5 The Bank Guarantee shall be invoked by Director (Education), NDMC in case of deficiency in services provided by the companies.

16. TECHNICAL BID SUBMISSION:

All the forms available in the tender document needs to be filled in properly and scanned copies of all the documents are required to be uploaded online at <https://govtprocurement.delhi.gov.in> in the required format and each document should be legible / clearly visible.

16.1 Tender Bids not containing or not accompanied by the aforesaid documents and those mentioned below would not be considered and would be rejected out rightly.

16.2 The following documents should be submitted online:

16.2.1 Scanned copy of Bank/Demand draft in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of Secretary, N.D.M.C payable at New Delhi.

(Note: Original Bank/Demand draft in respect of Earnest Money Deposit (EMD) should be submitted physically in tender box kept in the office of the Director (Education), at Room No.7014, 7th Floor, Palika Kendra, Sansad Marg New Delhi-110001, latest by 3.30 PM on 23/05/2016)

16.2.2 Technical bids (**ANNEXURE 'III'**) along with necessary documents should be filled in all respect and each paper should be signed by the authorized representative, scanned and uploaded in e-tendering portal.

16.2.3 Permanent Account No (PAN) of the Bidding firm.

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

16.2.5 Self attested copy of certificate that the upto date Income Tax Returns have been filed.

16.2.6 Self attested documentary evidence of (a) the Proof of Residence of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorised Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as Proof of the Address of the Office of the Bidder Firm/Company/Society.

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

16.2.8 The bidders should give their acceptance of the implementation schedule in the prescribed form enclosed with Technical Bid. Any deviation in the implementation schedule shall make the tender liable for rejection.

16.2.9 The bidder should submit pre-integrity pact along with the technical bid.

16.2.10 Details of multimedia based Educational Digital content already developed by the bidder.

16.2.11 . Technical bid will be opened first and only if it is found complete in all respect, the successful bidders in Technical bid will be called for the

presentation. After that, the financial bid would be opened. The decision of the N.D.M.C. shall be final and binding. No claim whatsoever in this regard shall be entertained.

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

16.3.1 An Agreement for Setting up 444 Smart Classrooms in NDMC Schools as per the draft at **ANNEXURE-VI** is to be executed by the successful bidder.

16.3.2 The Bank Guarantee format is enclosed as **ANNEXURE-VII**.

16.3.3 All bidders must note that only the EMD is required to be submitted physically with the NDMC before the due date and time and all other documents have to be scanned and uploaded in the e-tendering portal properly numbered with proper indexing.

16.3.4 The instructions mentioned herein shall be part of the tender agreement to be signed by the successful bidder and to be annexed with the agreement copy.

16.4 BID VALIDITY: The bid offered shall be valid for a period of 180 Days from opening of the technical bid.

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

17. IMPLEMENTATION SCHEDULE:

S. No.	Completion of work upto the satisfaction of NDMC	Timelines
	Signing of Contract	Within 15 days of the issuance of letter of work award
1.	Establishment of 111 smart classrooms including CCTV cameras and LED TV	45 days from the date of signing of contract
2.	Establishment of 222 smart classrooms including CCTV cameras and LED TV	60 days from the date of signing of contract
3.	Establishment of 333 smart classrooms including CCTV cameras and LED TV	75 days from the date of signing of contract
4.	Establishment of 444 smart classrooms including CCTV cameras and LED TV	90 days from the date of signing of contract
5.	Establishment of server, networking and training	100 days from the date of signing of contract

18. PAYMENT TERMS:

18.1 100% payment of Hardware cost will be released after successful supply, installation and commissioning of the Hardware required for the Smart Classrooms after deduction applicable TDS/VAT/Education Cess taxes etc.

18.2 The payment for the educational digital contents and IT (Resource Persons) will be released on half yearly basis.

18.3 Performance Bank Guarantee of equivalent amount valid upto the tenure of the contract i.e. three years.

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

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

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

19. PROVISIONS FOR UNSATISFACTORY SERVICES

If services of bidder are not found satisfactory, at any stage during the period of contract, in such situations the firm shall be bound to remove the deficiencies at its own cost within the time period fixed by NDMC. In case the firm is not able to remove and rectify the deficiencies within the given time period, the NDMC *will* be competent to impose the penalty provisions stated in this tender document.

20. WORK COMPLETION AND LIQUIDATED DAMAGE:

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

20.2 Liquidated damages will be recovered from the Bank Guarantee or from any sum that may become due to the companies out of this contractor any other contract with Director (Education), NDMC.

21. LIABILITY

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

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

21.1.2 As to any other actual damage arising in any situation involving non-performance by contract or pursuant to or in any way related to the subject of this Agreement, the charge paid by NDMC for the individual product or service that is the subject of the claim.

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

22. DISPUTES AND ARBITRATION

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitrator, as appointed by the Chairperson, NDMC under whose jurisdiction NDMC falls. The award of the arbitrator shall be final and binding on both the parties.

23. FALSE INFORMATION

23.1 In the event of furnishing false/incorrect information by the tenderer, the EMD in respect such tenderer shall be forfeited. Further during the performance of the contract if it is detected that the contract has been obtained by furnishing false/incorrect information in the tender, the contract is liable to be terminated & performance security & other payments due to the service provider shall be forfeited & the service provider is liable to be blacklisted for a period up to three years.

23.2 If the successful bidders fails to sign the contract within stipulated time or after signing the contract fails to perform any contractual obligation, his security deposit mentioned above will be forfeited, and depending upon the gravity of violation/omission the service provider is liable to be blacklisted for a period up to three years.

24. FORCE MAJEURE:

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

24.1.1. Any war or hostility

24.1.2. Acts of public enemy, civil commotion, sabotage, explosions

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

24.1.4. Acts of God

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

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

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

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

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

25. PENALTY:

25.1 Penalty for non-commencement of installation in time:

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

25.2 Penalty for delay in execution of scheme:

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

“If the successful bidder fails to perform as per the agreement, a penalty of Rs. 500/- per day per class will be imposed and the continuance of non-performance for more than 20 classes continuously for 3 or more days, the

extreme penalty @ of 0.5% per week with the maximum of 5% of the total value for the amount of contract will be levied for a maximum period of 5 weeks. This penalty provision will also be applicable during the AMC period.”

25.3 Penalty for failure of equipment(s):

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

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

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

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

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

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

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

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

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

25.3.6. Even after 15 days, if the rectification does not take place and the problem still persists, the Principal of the concerned School, Resource person along-with Engineer of the service provider will check & verify the faulty component/ equipment/hardware and the successful bidder is liable to replace the component/ equipment/hardware of same or higher specifications & same brand, which should be compatible with the existing hardware/software. For the purpose a show cause notice will be issued to rectify the system in next 7 days otherwise the contract will be terminated and **the security amount will be forfeited**. During the period of show cause notice penalty @ Rs.5000 per day per class shall be imposed.

25.3.7 In case of loss or damage to the products & non-replacement of the same, the **security money deposited** by the companies will be forfeited by the NDMC.

25.3.8 Penalty @ Rs 1000/- Per day will be imposed if IT Assistant cum Resource Person remains absent without written intimation.

25.3.9 If the bidder fails to conduct the training program of teachers as per the schedule, Penalty @ Rs 1000/-per day training per school will be imposed till the bidder conducts the training of teachers.

25.3.10 If the bidder fails to complete other liabilities covered under the scope of work in a school with in a stipulated period as mentioned in implementation schedule, the penalties will be imposed as under:-

No. of working Day	Penalty Amount for per Class per day
01-03	Rs. 1000/-

05-10	Rs. 1500/-
10-15	Rs. 2000/-

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

26. TERMINATION CLAUSE

26.1 TERMINATION OF CONTRACT FOR DEFAULT

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

26.1.1.1 If the installation and commissioning is not completed within the implementation schedule given in the NIT, the contract may be terminated in part or whole at the risk and cost of the company.

26.1.1.2. If the firm fails to provide any one or all services as per this Contract, and fails to set right the disruption in service within the 30(thirty) days' notice period.

26.1.1.3. If the firm has engaged in corrupt or fraudulent practices in executing the Contract.

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

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

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

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

SECTION- VII

SPECIAL TERMS, CONDITIONS:

- 1.** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NDMC. The NDMC may cancel this tender or contract at any time prior to a formal written contract being executed by or on behalf of NDMC.
- 2.** The bidder should give complete details of smart classroom infrastructure which will be delivered in schools which should be duly supported by documentary evidence from the heads of concerned schools.
- 3.** The bidder should submit a partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society.
- 4.** If L1 bidder refuses to accept the work order within 07 days from the date of issue of work order from NDMC, the offer will be treated as withdrawn and the bidder's EMD will be forfeited, besides, debaring and blacklisting the bidder for at least three years, for further dealings with NDMC.
- 5.** In case L1 bidder fails unable to deliver the project within delivery period or further in any specified period due to applicability of force majeure condition specified in Section V, the work order/contract with L1 bidder will be terminated and no payment for any leftover/partial work will be paid by NDMC. In such case, NDMC may ask L2 bidder to execute the remaining work by matching the price of L1 bidder and undertaking by prospector bidders must be submitted in this regard in their technical bid.
- 6.** The Technical Evaluation Committee and also competent authority will have the right to inspect the centres of the bidder already in operation for verification purposes mentioned in the Technical Bid.
- 7.** The bidder should give complete details of digital contents delivered in schools which should be duly supported by documentary evidence from the heads of concerned schools as per Performa given in Technical Bid.
- 8.** The implementation schedule specified in the contract shall be strictly adhered to.
- 9.** The bidder shall impart digital content in English and Hindi both as the medium of the instruction as prescribed for the school concerned.
- 10.** The IT Assistant cum Resource Person provided by the successful bidder shall work under the overall control & supervision of the Director (Education), NDMC. The number of IT Assistant cum Resource Person may vary as per the requirement.

11. Neither party can assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12. Services of the successful bidder regarding up gradation, grievance against complaint will be evaluated after every three months and report will be placed before the Competent Authority, NDMC for information.

13. Review of teaching staff regarding digital contents will be collected after every three month and report will be placed before the Competent Authority, NDMC for information.

14. The Earnest Money Deposit in respect of unsuccessful bidders will be refunded after the award of the work to the successful bidder.

15. The resource room must be available for inspection by the competent authority at all times.

16. No equipment shall be removed from the school premises by the successful bidder without the concurrence of the school Principal/Head in writing including for purposes of replacement of spares, etc.

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

18. The IT Assistant cum Resource Person shall submit monthly report to the Headquarter regarding usage of smart classrooms by the particular teacher.

19. NDMC reserves the right to change any terms and condition before award of the contract.

20. Curriculum for Digital Contents would be designed as per the syllabus of Directorate of Education, GNCTD and CBSE/ NCERT as mentioned in **Annexure - II(C)**.

21. The successful bidder shall not change the legal entity of the company during the contact period without the permission of NDMC. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, NDMC reserves the right to cancel the agreement and the entire infrastructure installed in the School will become the property of the NDMC and no payment due of any kind will be made to the bidder.

22. Any claim for remission on the basis of loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be

summarily rejected by the NDMC without any kind of response to the successful bidder & the successful bidder shall not be entitled to make any claim / remission on that account.

23. The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the NDMC responsible for non understanding / misunderstanding the scope of work. Bidders are free to visit the said school sites to understand the technicalities for implementation of above project.

24. Any equipment including hardware/ software's/ infrastructure once installed will become the property of NDMC.

25. The bidders have to accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. NDMC however, reserves the right to reject any or all of the offers. The successful Bidder will provide onsite comprehensive warranty and support to 30 NDMC schools, under NDMC within 24 hours of placing of complaint of fault in the installed equipment / software provided by the bidder. Comprehensive warranty will also include cost of consumables like wires, batteries of UPS, Lamp of the Projector and any part of computer and server etc.

26. The Bidder shall bear all the cost and expenses associated with onsite warranty support to 30 NDMC Schools under NDMC.

27. If any technical/operational defects are found in the Educational Digital Contents at any point of time (during the period of contract), the same will have to be rectified/replaced free of cost by the bidder. The bidder is also bound to make the necessary modification in the Educational Digital Contents as per the feedback received from the teachers throughout the contract period.

28. All equipments once installed in smart classrooms will not be taken away by the bidder in any case. NDMC has ownership rights on the entire infrastructure supplied and installed in the Classroom and Server which is placed in Computer Lab of the School.

29. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and any type of misconduct to the students and Schools staff on account of negligence on the part of employees of the successful bidder during the installation and maintenance of the Smart Classrooms. (The employees of the bidder should be of the high integrity and moral value).

30. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis to NDMC on all working days between 09:00 Hrs to 17:30 Hrs. No separate charges for delivery of goods would be paid by the office.

31. The successful bidder shall not cause any damage to the NDMC property i.e. NDMC school either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused to the school wall / boundary / gate / advertisements etc. as a result of negligence during the establishment of Smart Classrooms. The decision of NDMC will be final and binding upon the successful bidder with regard to liability and quantum of damages to be paid by him.

32. The bidder should have substantial presence in NCR. In case bidder has no presence in NCR, bidder shall furnish an undertaking that an office shall be opened in NCR, with comprehensive support services including sufficient personnel within a month of selection as Successful Bidder.

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

34. The successful bidder has to confirm to the supply, installation, commissioning of the hardware including CCTV cameras and 32' inch LED TV , software, educational digital content, training to teachers, and comprehensive onsite warranty and further technical specification given in the **Annexure II(A), II(B), II(C)** and other terms & conditions mentioned in the tender document.

LIST OF SCHOOLS FOR ESTABLISHING SMART CLASSROOMS

	SCHOOL	Number of Sections per class							Total no. of sections VI to XII
		VI	VII	VIII	IX	X	XI	XII	
SENIOR SECONDARY SCHOOLS									
1	NP BOYS SR. SEC. SCHOOL MANDIR MARG	4	3	3	4	1	5	5	25
2	NP GIRLS SR. SEC. SCHOOL, GOLE MARKET	2	2	2	4	2	4	4	20
3	NP BENGALI GIRLS SSS. SCHOOL, GOLE MKT	3	3	3	4	2	5	5	25
4	NP CO-EDSR. SEC. SCHOOL, ANSARI NAGAR	2	2	2	2	1	7	4	20
5	NP CO-ED SR. SEC. SCHOOL, MOTI BAGH	3	3	3	3	2	5	4	23
6	NP CO-ED. SR. SEC. SCHOOL, TILAK MARG	1	2	1	3	2	4	4	17
7	NP CO-ED. SR. SEC. SCHOOL, LODHI ESTATE	3	3	2	4	1	3	4	20
8	N.P CO-ED SR. SEC. SCHOOL, BAPU DHAM	2	2	1	2	2	3	3	15
9	NP CO-ED SSS, HAVELOCK SQUARE	2	2	2	3	1	5	3	18
10	NP CO-ED SR. SEC. SCHOOL, LODHI ROAD	3	3	3	5	1	3	2	20
11	NP CO-ED. SSS, AURANGZEB LANE	2	2	2	4	1	3	2	16
12	NP CO-ED. SR. SEC. SCHOOL, LAXMIBAI NAGAR	2	2	2	3	1	3	3	16
13	NP CO-ED SR. SEC. SCHOOL, NAUROJI NAGAR	2	2	2	2	1	3	2	14
SECONDARY SCHOOLS									
1	NP CO-ED SEC. SCHOOL, KIDWAI NAGAR	3	3	3	3	1	0	0	13
2	NP CO-ED. SEC SCHOOL, BABAR ROAD	2	2	2	2	1	0	0	9
3	NP CO-ED. SEC SCHOOL, SANGLI MESS	1	1	1	2	1	0	0	6
4	NP CO-ED. SEC SCHOOL, NETAJI NAGAR	2	2	1	2	1	0	0	8
5	NP CO-ED. SEC SCHOOL, KITCHNER ROAD	2	2	1	2	1	0	0	8
6	NP CO-ED SEC. SCHOOL, BABU MARKET	3	2	0	0	0	0	0	5
7	NP CO-ED SEC SCHOOL, ALIGANJ	1	1	0	0	0	0	0	2
8	NP GIRLS SEC SCHOOL, BALMIKI BASTI	1	1	1	1	0	0	0	4
MIDDLE SCHOOLS									

1	NP MIDDLE DAY BOARDING SCH, HANUMAN LANE	2	1	0	0	0	0	0	3
NAVYUG SCHOOLS									
1	NAVYUG SR. SEC. SCHOOL, SARAJINI NAGAR	3	3	3	4	2	4	4	23
2	NAVYUG SR. SEC. SCHOOL, PESHWA RD	3	3	3	3	3	3	3	21
3	NAVYUG SR. SEC. SCHOOL, LAXMI BAI NAGAR	2	2	2	2	2	3	3	16
4	NAVYUG SR. SEC. SCHOOL, MOTI BAGH	2	2	2	2	2	3	3	16
5	NAVYUG SR. SEC. SCHOOL, LODHI ROAD	2	2	2	2	2	3	3	16
6	NAVYUG SR. SEC. SCHOOL, VINAY MARG	2	2	2	2	2	2	2	14
7	NAVYUG SR. SEC. SCHOOL, MANDIR MARG	3	3	3	4	2	3	3	21
8	NAVYUG MIDDLE SCHOOL, PANDARA PARK	1	2	2	3	2	0	0	10
	Total	66	65	56	77	40	74	66	444

ANNEXURE I(A)**LIST OF SCHOOLS FOR ESTABLISHING SMART CLASSROOMS AND SECURITY CAMERS**

	NAME OF THE SCHOOLS	NO OF SECTIONS/ CAMERAS	16 CHANNE L DVR	32' LED CHANNE L	HD D 2TB	MEDIA CONVER TER
1.	NP BOYS SR. SEC. SCHOOL MANDIR MARG	25	2	2	2	1
2.	NP GIRLS SR. SEC. SCHOOL, GOLE MARKET	20	2	2	2	1
3.	NP BENGALI GIRLS SSS. SCHOOL, GOLE MKT	25	2	2	2	1
4.	NP CO-EDSR. SEC. SCHOOL, ANSARI NAGAR	20	2	2	2	1
5.	NP CO-ED SR. SEC. SCHOOL, MOTI BAGH	23	2	2	2	1
6.	NP CO-ED. SR. SEC. SCHOOL, TILAK MARG	17	2	2	2	1
7.	NP CO-ED. SR. SEC. SCHOOL, LODHI ESTATE	20	2	2	2	1
8.	N.P CO-ED SR. SEC. SCHOOL, BAPU DHAM	15	1	1	1	1
9.	NP CO-ED SSS, HAVELOCK SQUARE	18	2	2	2	1
10.	NP CO-ED SR. SEC. SCHOOL, LODHI ROAD	20	2	2	2	1
11.	NP CO-ED. SSS, AURANGZEB LANE	16	1	1	1	1
12.	NP CO-ED. SR. SEC. SCHOOL, LAXMIBAI NAGAR	16	1	1	1	1
13.	NP CO-ED SR. SEC. SCHOOL, NAUROJI NAGAR	14	1	1	1	1
14.	NP CO-ED SEC. SCHOOL, KIDWAI NAGAR	13	1	1	1	1
15.	NP CO-ED. SEC SCHOOL, BABAR ROAD	9	1	1	1	1
16.	NP CO-ED. SEC SCHOOL, SANGLI MESS	6	1	1	1	1
17.	NP CO-ED. SEC SCHOOL, NETAJI NAGAR	8	1	1	1	1
18.	NP CO-ED. SEC SCHOOL, KITCHNER ROAD	8	1	1	1	1
19.	NP CO-ED SEC. SCHOOL, BABU MARKET	5	1	1	1	1
20.	NP CO-ED SEC SCHOOL, ALIGANJ	2	1	1	1	1
21.	NP GIRLS SEC SCHOOL, BALMIKI BASTI	4	1	1	1	1
22.	NP MIDDLE DAY BOARDING SCH, HANUMAN LANE	3	1	1	1	1
23.	NAVYUG SR. SEC. SCHOOL, SAROJINI NAGAR	23	2	2	2	1

24.	NAVYUG SR. SEC. SCHOOL, PESHWA RD	21	2	2	2	1
25.	NAVYUG SR. SEC. SCHOOL, LAXMI BAI NAGAR	16	1	1	1	1
26.	NAVYUG SR. SEC. SCHOOL, MOTI BAGH	16	1	1	1	1
27.	NAVYUG SR. SEC. SCHOOL, LODHI ROAD	16	1	1	1	1
28.	NAVYUG SR. SEC. SCHOOL, VINAY MARG	14	1	1	1	1
29.	NAVYUG SR. SEC. SCHOOL, MANDIR MARG	21	2	2	2	1
30.	NAVYUG MIDDLE SCHOOL, PANDARA PARK	10	1	1	1	1
	Total	444	42	42	42	30

TECHNICAL SPECIFICATIONS OF IT INFRASTRUCTURE

1. (a)	DESKTOP COMPUTERS FOR CLASS ROOMS/RESOURCE ROOM
CPU:	The System with Intel Core i-5, 3.2 GHz, 6MB Cache
Chipset:	Intel Q8 Series
Memory:	4GB 1600 MHz DDR3 RAM(Expandable up to 32GB)
Hard Drive:	500 GB 7200 rpm or higher
Ports:	6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.
Cabinet :	Mini Tower
DVD ROM Drive:	8x or better DVD RW Drive
Network Port:	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software
Operating System:	Windows 10 and above
Graphic Card :	SMART Integrated Intel extreme graphics on M/B/ on board graphics
Monitor	18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC.
Keyboard	104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC
Mouse	Optical Mouse with USB interface and of brand as that of PC.
Anti- Virus	Latest Anti-virus Software Preferred Brands : Quick Heal, Total Security, Kaspersky, McAfee, License for the period of three years
Warranty	Comprehensive warranty for 3 years
Make of PC	Dell/HP /Lenovo/HCL
1. (b)	UPS
UPS	1 KVA, Internal double battery, Backup 10-15 minute, input voltage: 160-280V
1. (c)	Metallic Cabinet/Podium/other arrangement
Metallic Cabinet/Podium/other arrangement	Podium with lockable housing facility for the keep and safety of the desktop/ CPU /UPS /Keyboard /Mouse/remote/stylus. The entire system shall be placed in a single cabinet with floor bearing and floor supported to

	keep it strong and stable. The tray for the keyboard and mouse is placed high enough for the teachers to reach in ease. The cabinet shall be such that all hardware is placed in it with hidden speaker system, concealed wiring as indicated at Annexure VIII.
2.	NETWORKING SPECIFICATION
LAN Equipment	24 Port Smart Switch with loop back detection, 24 x 1 CAT6 Patch Panel, RJ-45 connector, I/O box, Necessary electrical items and cables to connect and access device/terminal to desktop computer as per requirement.
Make of 24 Port Smart Switch	D-Link/DAX/Cisco/HP/HCL
3.	AUDIO SYSTEM
Description	4.1 Digital Surround system (wall mounted)
Make of Audio system	Sony/Phillips/i-ball or similar meets with above mentioned specification
4.	INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With Mounting Kit)
Active Size	Minimum 77/78" diagonal or above
Technology	Infrared or latest technology*
Board surface	Scratch resistant, Solid surface ; maintenance free, Compatible with ink marker, any object touch
Aspect Ratio	4:3 or 16:9 or 16:10
Writing Tools	Pen/ stylus/ finger
Active Area	Minimum active diagonal length of 2000 mm
Resolution	8000*8000
Operating system compatibility	Compatible with Windows XP or higher operating system and compatibility with Linux Operating System*
Computer Interface	Standard one USB
Power	Through USB Port*
Annotation software	Annotation software shall include features like draw, pens, annotate, erase, colour, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc.*
Warranty	Comprehensive onsite warranty for 3 years
Make of Interactive Board	Panasonic/Hitachi/Promethean/Smart*
*For Interactive Board	
5.	SERVER
CPU	Intel Core i7-4770, 3.4 GHz, 8 MB Cache or its higher version or Equivalent rolled over Next Generation Processor. (to be supplied with two processor as standard)
Chipset	Intel Q8 Series or better compatible with CPU.
Motherboard	OEM / Intel Original Motherboard.

Memory	8 GB 1600 MHz DDR3 RAM(Expandable up to 32GB)
Hard Disk Drive	2 TB
Video Controller	To support VGA or above resolution
Keyboard	104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC
Mouse	Optical Mouse with USB interface and of brand as that of PC.
Ports	6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.
Cabinet	Mini Tower
OPERATING SYSTEM	Windows 8.1, professional or higher/Linux preloaded, as specified with media and Documentation and Certificate of Authenticity
DVD ROM	Support 8x or better DVD ROM Drive
Networking	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software
Power Management	tracking and security management, remote wake up Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge
Monitor	18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC.
UPS	1 KVA, Internal double battery, Backup 10-15 minute, input voltage: 160-280V
Warranty	Comprehensive onsite warranty for three years
Anti-virus	For a period of three years
Quantity	30 Numbers
Make of server	Dell/HP/ Lenovo
6.	PROJECTOR SYSTEM (ULTRA SHORT THROW INCLUDING INTERACTIVE PROJECTOR
Projection System	DLP
Native Resolution	WXGA(1280X800)
Brightness	2700 AL or higher
Contrast Ratio	10000:1
Aspect Ratio	4:3, 16:9, 16:10 and other prominent Aspect Ratios
Lamp Life(Normal/Economic Mode)	3500/5000 Hrs.
Remote Control	Full Function remote control unit for projector (To be supplied along with the projector)
Video compatibility	PAL, SECAM, NTSC, HDTV, DTV.
Wireless Connectivity, storage and LAN	Multimedia Projector with wireless connectivity between PC and Projector, Storage media port and wireless LAN connectivity
Warranty	Comprehensive onsite warranty for three years

Make of Projectors	Dell/ BenQ/Canon/Epson/Casio
7. PROVISION OF GREEN BOARD	
Size and compatibility with White Interactive Board	With white interactive board, the concessionaire shall also supply 5x4 feet Green Board as a traditional teaching aid. The viewing angle shall be such that students sitting in all corners of the classroom can see what is being written.
8.CCTV cameras and other related items	
1.CCTV camera	SIT&C of 1 Mega pixel HD analogue outdoor weatherproof Fixed Bullet,Day/Night,Vision IR camera,3.6/6 mm fixed focus lens,20 Mtrs IR Range,IP-66 including suitable power supply,stand etc. complete as required.
2. 16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school as per Annexure I	SIT&C of 16 Channel and/or appropriate capacity as per school requirement, HD/Hybrid/Tribid DVR Supporting to HD Analogue/IP Camera, All channel 720P real time Recording Or 1080P non real time Recording ,H.264 Compression dual Stream Video,1 HDMI & 1 VGA Supported, I Network Port,1 Audio in/Out, Two SATA Hard-Disk Supported (upto 8TB) Free DDNS Supported ,Remote Viewing Client Software & Mobiling viewing software,3G/Wi-Fi Supported,2Nos.USB Port etc. Complete as required.
3. LED Display Make of LED Display	SIT&C of 32"inch LED display including Stand etc. complete as required. Samsung/Sony/Panasonic/LG/Philips
4. HDD	SIT&C of 2 TB Surveillance Hard Disk Drive etc. Complete as required.
5. Media Converter	Supplying and fixing of media converter etc. complete as required.
6. Cabling and Accessories	Providing & Fixing of cable and its accessories for CCTV cameras etc.complete as required.

ANNEXURE-II (B)

	SPECIFICATION OF EDUCATIONAL DIGITAL CONTENTS
1.	Operating System : Software compatible with Windows
2.	Contents are mapped as per CBSE/NCERT Curriculum for class VI to XII. Contents should be available in English as well as Hindi
3.	The multimedia educational contents should be mapped as per class wise, subject wise, chapter wise and topic wise.
4.	Standard lesson plans as per NCERT and Directorate of Education Syllabus for class VI to VIII and as per CBSE/NCERT Curriculum for class XI to XII. Facility to customize lesson plans by the teacher.
5.	Size of font for easy viewing from back benches and quality of audible voice should be sound.
6.	A blend of Videos, Interactive material, pictures, flowcharts and text that unfolds all the concepts in a layered, structured and hierarchical format.
7.	Inclusion of multimedia content based on story lines, minimum 2D animation, interactive games, live coverage, real life examples, music and riddles etc.
8.	Facility to incorporate own multimedia contents and contents from other resources like Computer Aided Learning (CAL), Directorate Of Education.
9.	Provision to incorporate E-books especially of CBSE/NCERT.
10.	Availability of virtual lab.
11.	Gallery/Galleries of well-known websites.
12.	CBSE/NCERT specific MCQs, Quizzes, Chapter wise Question with answer, Higher order Thinking based questions (HOTs), Model Summative Assessment question papers and Value based Question (VBQ)
13.	Practice material for OTBA (Open text Based Assessment)
14.	Practice material for ASL (Assessment of Speaking and learning)
15.	Practice material for CCE based assignment.
16.	Facility to change platform of digital contents from English to Hindi and vice versa.
17.	Facility to generate administrative reports as regard usage of software by the individuals in the smart classroom; preferred: subject wise, class wise and teacher wise usage report and printable thereof.
18.	There should be proper security features to protect the system from misuse within the class and online
19.	Support Manual (to include Installation academic content, Administration Manual and operational, instructional User Reference etc.) in English/Hindi.
20.	CBSE Question Paper of last 10 years should be incorporated.
21.	Educational digital content should be as per Subjects, Medium and syllabus as stated in table in Annexure- II (C).

ANNEXURE-II (C)

Supply & installation of Digital Contents and software for the smart classrooms will be based on syllabus and languages mentioned below:

S.N	SUBJECT	CLASS	LANGUAGE/MEDIUM OF THE CONTENT	SYLLABUS
1	2	3	4	5
Syllabus for Middle Classes (VI, VII and VIII)				
1.	Social Science, Natural Science, Mathematics	VI to VIII	English and Hindi	As per Directorate of Education, GNCTD Syllabus for NDMC Schools As per NCERT Syllabus for Navyug Schools
2.	English, Sanskrit, Hindi	VI to VIII	As per language	-do-
3.	Computer Education	VI to VIII	English	As per KVS syllabus
Syllabus for Secondary Classes (IX to X)				
4.	Social Science, Mathematics, Science	IX to X	English and Hindi	As per CBSE syllabus*
5.	English-Communicative, English Language and Literature, Hindi Course A, Hindi Course B, Sanskrit**	IX to X	As per language	As per CBSE syllabus*
* http://cbse.nic.in/currisyllabus/Secondary_Sch_Curriculum-vol-1-2014.pdf				
** http://cbse.nic.in/currisyllabus/secondary_curriculum_2014_vol_2_languages_final_2012.pdf				
Syllabus for Senior Secondary Classes (XI to XII)				
6.	Foundation of Information Technology	IX and X	English	As per CBSE syllabus#
7.	English Elective, English Core, Hindi Elective, Hindi Core, Sanskrit Core## (Code 322)	XI to XII	As per language	As per CBSE syllabus#
8.	Economics, Business Studies, Accountancy, History, Political Science, Geography,	XI to XII	English and Hindi	As per CBSE syllabus#

	Sociology, Physical Education, Home Science, Painting, Music			
9.	Mathematics, Physics, Chemistry, Biology, , Computer Science, Informatics Practices,	XI to XII	English	As per CBSE syllabus#
# http://cbse.nic.in/currisyllabus/Sr_School_Curriculum-Vol-1-2014final.pdf				
## http://cbse.nic.in/currisyllabus/Senior_School_Curriculum_2014_Vol2_revised_april_10-2012.pdf				

(FORMAT FOR TECHNICAL BID)

**NEW DELHI MUNICIPAL COUNCIL (NDMC)
EDUCATION DEPARTMENT
PALIKA KENDRA: SANSAD MARG
NEW DELHI-110001**

PROFILE OF THE BIDDER

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

13. Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.

14. Is your organization has ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.

15. Do you have a local representation /office in Delhi or NCR ? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office

16. Amount of **Earnest Money deposited (EMD): ₹ 22,00,000 (Rupees Twenty Two Lakh only)** No. & Date of the Bank Draft with name of the issuing Bank _____ Pay Order/DD drawn in favour of **“Secretary, N.D.M.C.”** payable at New Delhi should be enclosed with its No. & Date superscripted on the envelope to be deposited physically in the office of Director (Education) as per the details mentioned in Para-7 of Part-I, Memorandum of Information.

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

Signature of Bidder/Tenderer

Date:-_____

BID LETTER

Date: dd/mm/yyyy

To,

The Director (Education)
New Delhi Municipal Council,
Palika Kendra, Sansad Marg,
New Delhi-110001

Subject: For establishment of 444 Smart Classrooms from Class VI to XII which includes supply, installation & commissioning of Hardware, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons, supply, installation and commissioning of CCTV cameras and 32 inch. LED (TV) and onsite comprehensive warranty for three years in 30 NDMC Schools

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in tender document in respect of supply, installation & commissioning of Hardware, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons, **CCTV cameras and 32 inch. LED (TV)** and onsite comprehensive warranty for three years in 30 NDMC Schools, submit the following information/undertaking/declaration for consideration of the NDMC.

2. Price and Validity

2.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in tender document. All the prices and other terms and conditions of this proposal are valid for a period of Days from the last date of submission of bids.

2.2 We do hereby confirm that our bid prices include all taxes and cess including Income Tax.

3. Earnest Money

3.1 Amount of Earnest Money deposited (EMD): ₹ 22,00,000 (Rupees Twenty Two Lakh only) No. & Date of the Bank Draft with name of the issuing Bank _____ Pay Order/DD drawn in favor of **“Secretary, N.D.M.C.”** payable at New Delhi should be enclosed with its No. & Date superscripted on the envelope to be deposited physically in the office of Director (Education) as per the details mentioned in Para-7 of Part-I, Memorandum of Information.

4. Bid Pricing

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

5 .Qualifying Data

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

6. DECLARATION

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

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

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

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

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

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

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

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

Bid submitted by us is properly sealed and prepared so as to prevent any

subsequent alteration and replacement.

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

Thanking you,

Yours faithfully,

Place:.....

(Signature)

Seal :

Name:.....

Designation:

Business Address:

.....
.....
.....

ANNEXURE III (B)**FINANCIAL INFORMATION SUMMARY****(TO BE CERTIFIED BY CA)**

S.No.	Details	(Rs. Crores)			
		2012-13	2013-14	2014-15	TOTAL
1.	Total Turnover				
2.	Establishment of Smart Classroom and providing digital contents				
3.	Profitability (Profit after Tax)				

Note: Please enclose audited financial statements for the respective years

Signature and Seal of Chartered Accountant

ANNEXURE - III (C)

DETAILS OF ESTABLISHING SMART CLASSROOMS/CLIENTS IN THE LAST 7 YEARS (Part - III)

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

Signature of the Bidder with seal

Annexure – III (D)

**DETAILS OF MULTIMEDIA EDUCATIONAL DIGITAL CONTENT
ALREADY DEVELOPED BY THE BIDDER (Part-III)**

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

Signature of the Bidder with seal

ANNEXURE - III (E)

OEM/BRAND WISE DETAILS OF DELIVERABLES

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

Signature of the Bidder with seal

**COMMITMENT LETTER FOR SUPPORT FROM PRINCIPAL
MANUFACTURER/OEM**

Date.....

To,
The Director (Education)
New Delhi Municipal Council,
Palika Kender, SansadMarg
New Delhi-110001

Dear Sir,

Ref: Tender No.

I / We hereby commit & confirm the following:

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

Signature

Name

Designation

AUTHORITY LETTER FROM PRINCIPAL MANUFACTURER/OEM

To,

The Director (Education)
New Delhi Municipal Council,
Palika Kendra, Sansad Marg
New Delhi-110001

Dear Sir,

Ref: Tender No.

.....[Manufacturer] hereby certify that M/s.....[bidder] is an authorized[relationship] of [Manufacturer] and they are authorized to represent[Manufacturer] in submitting their bid for..... [Product& services] and conclude the contract with you. We.....[manufacturer] are confident of M/s [bidder's] ability to represent us and provide full support in making your project successful. We.....[Manufacturer] have authorized..... to quote for this tender.

Signature

Name

Designation

**UNDERTAKING ACCEPTANCE REGARDING IMPLEMENTATION
SCHEDULE AND PAYMENT TERMS**

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

**Signature of the Bidder
with seal**

ANNEXURE III (I)**CHECKLIST OF DOCUMENTS TO BE UPLOADED AT THE TIME OF SUBMISSION OF TECHNICAL BID:**

S.No.	Document	Whether the document is enclosed (Yes/ No)	Page No.
1.	Scanned copy of Bank/Demand draft in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of Secretary, N.D.M.C payable at New Delhi.		
2.	Scanned copy of Permanent Account Number (PAN) of Representative		
3.	Scanned Self attested copy of sales/service tax registration and sales/service tax return filed in last three years		
4.	Scanned Self attested copy of certificate that the up to date Income Tax Returns have been filed for the proceeding three years.		
5.	Scanned Self attested documentary evidence of (a) the Proof of Residences of the Bidder (in case of Proprietor/Partnership Firm (b) Proof of Registered Office of the Company and Residential Address of the Director/Authorised Representative (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as Proof of the Address of the Office of the Bidder Firm/Company/Society		
6.	Scanned Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company/Society		
7.	Scanned copy of completion certificate from the user agency certifying the successful completion of the similar work done by the bidder		
8.	Scanned copy of undertaking that after the award of the work to them, they will open a support office in NCR manned with their own qualified support staff/Engineer with their Customer Care Number		
9.	Scanned copy of Audited Financial Statement of the Firm/Company/Society for the preceding three Financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2012-13, 2013-14 and 2014-15)		
10.	Scanned copy of Audited Balance sheet of the Firm / Company /Society for the preceding three Financial years showing the annual turnover, duly certified by a Chartered Accountant; (FY 2012-13, 2013-14 and 2014-15)		

11.	Scanned copy of undertaking that the firm/company/society has not been blacklisted by any Govt. or Semi Govt. organization in the last five years.		
12.	Scanned and certified copies of profit and loss statement and relevant audited balance sheets of last three financial years		
13.	Scanned copy of partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or registered society		
14.	Scanned copy of No dues certificate in the form of an Affidavit on non judicial paper certifying that nothing is payable against the Bidder from any previous contract / agreement / work award by the NDMC		
15.	Scanned copy of Affidavit with the statements mentioned in point No. 17.21 of Section III		
16.	Scanned copy of solvency certificate is to be submitted as mentioned in point no. -17.31 of section III		
17.	Scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted as mentioned in point no. -17.32 of section III		
18.	Compliance Sheet for the technical Specification as per Annexure II(A), II(B), II(C)		
19.	Annexure-III(A)- Bid letter		
20.	Annexure-III (B)-Financial information Summary		
21.	Annexure-III (C)- Details of establishing Smart classroom/Client in last 7 years		
22.	Annexure-III (D)-Details of Multimedia Educational Digital Content already developed by the bidder		
23.	Annexure-III(E)-Undertaking regarding acceptance of implementation schedule and payment terms		
24.	Annexure-III (F)-Checklist of the documents		
25.	Annexure-IV- Pre-Contract Integrity Pact		
26.	Annexure-V-Format for financial bid		
27.	Annexure V(A)-Consolidated cost sheet		

PRE-CONTRACT INTEGRITY PACT

NEW DELHI MUNICIPAL COUNCIL (NDMC) hereinafter referred to as "The Principal".

And

□□□□□□□□□□.hereinafter referred to as "The Bidder/Contractor"

PREAMBLE

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

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

Section 1- Commitments of the Principal.

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

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

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

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

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

Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

1.5 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Gurantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, NDMC.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, NDMC within

8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the NDMC Board.

8. If the Monitor has reported to the Chairman NDMC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NDMC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months----- the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of NDMC.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(For & on behalf of the Principal)

(Office Seal)

(Office Seal)

Place -----

-

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

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)



FORMAT FOR FINANCIAL BID
NEW DELHI MUNICIPAL COUNCIL (NDMC)
EDUCATION DEPARTMENT
PALIKA KENDRA : SANSAD MARG
NEW DELHI-110001

TENDER FOR: Setting Up Of Smart Classrooms which includes Supply, Commissioning , Installation and maintenance of Hardware including CCTV cameras and 32' inch LED TV and Integration Of Educational Digital Contents in 30 NDMC Schools

PRICE TENDER FORM

(To be returned in original along with tender)

Tender No. : _____
Tender Documents No. : _____

To,
The Director (Education),
NDMC, Palika Kendra,
New Delhi-110001

Sir,

I/We hereby tender for the **for Setting Up Of Smart Classrooms in NDMC which includes supply, commissioning , installation and maintenance of hardware including CCTV cameras and 32' inch LED TV and Integration Of Educational Digital Contents** as per the specification given in this tender document within the time specified and in accordance with the specifications, design and instructions as per special terms & conditions as well as general terms and conditions. The rates are quoted in the prescribed format enclosed.

**Signature of the Bidder
with seal**

Encl: format for (1) Price tender form (page 1 & 2)

Tender No. _____

Tender Document No: _____

CONSOLIDATED COST SHEET

S.No	Item description	Unit (In Rs.)	Rate per unit	Quantity	Total Amount (in Rs.)
1.	Providing complete set of Hardware as per the description given in Annexure I (A) which includes Projector, PC, Smart board, Cabinet etc. with three years onsite Comprehensive warranty	Per classroom		444	
2.	Providing and installation of servers in Labs of specifications detailed in Annexure- I(A) with three years onsite Comprehensive warranty	Per lab		30	
3.	Providing and installation of network equipments Per class room for connecting to the server installed in computer lab as per details given in Annexure II (A) with three years onsite Comprehensive warranty	Per classroom		444	
4.	Providing, installation, up-gradation and maintenance of the educational digital content (License fee per class per year) as per specifications given in Annexure II (B) and II(C) for a period of three years including comprehensive training to teachers .	Per classroom per year		(444*3) 1332 Class room	
5.	Cost of IT assistant cum resource persons for three years. Qualifications and responsibilities defined in tender document.	Per person Per month		90 (3*10*3) (man* month*ye ar)	

6.	Cost of 32" inch LED TV as per specification given in Annexure II (A)	LED TV per school		30	
7.	Cost of complete set of CCTV camera as per specification given in Annexure II (A) which includes 1 MP HD Analog camera,16 Channel DVR(As per requirements),including 2 TB surveillance Hard Disk Drive,Media converter and their cabling with the LED TV	Per Classroom		444	

(B) Note regarding Resource Persons: Provision of three IT Assistants cum Resource persons for three years to be provided by the successful bidder for the work as specified in the tender document. The services will be utilised for 10 months in a year inclusive of all taxes.

NOTE:

1. Each bidder will quote prices of all the items mentioned above inclusive of all applicable taxes.
2. If any bidder does not quote any one of the price mentioned above the bid will be summarily rejected.
3. Any Conditional Bids shall be summarily rejected.
4. Quantity of Digital content has been taken for 444 classrooms for three years. Initially, the order for Educational Digital Contents will be for a period of one year and based on the performance, it will be extended on yearly basis.

Signature of the Bidder with seal

CONTRACT FORM

THIS AGREEMENT made the Day of 2016.....
Between (NDMC) of
(India) (herein after “NDMC”) of the one part and
..... (Name of Successful bidder) and
which expression shall mean and include unless repugnant to the context,
its successor; and permitted assigns, a (state the type of contracting entity)
body, having its principal office at _____ (state the
principal/registered place of incorporation/residence/work),

AND

New Delhi Municipal Council (hereinafter referred to as **NDMC** and/or **Council** interchangeably) and which expression shall mean and include, unless repugnant to the context, its successor; and permitted assigns, a statutory body within the meaning of New Delhi Municipal Council Act, 1994 and having its principal office at Palika Kendra, Sansad Marg, New Delhi, India.

(City and Country of Successful bidder) (Here in after called “the Successful bidder”) of the other part:

WHEREAS the NDMC has invited tender for the **Establishment of 444 Smart Classrooms from Class VI to XII** which includes supply, installation & commissioning of Hardware including CCTV cameras and 32’ inch LED TV, uploading/maintenance and up gradation of Educational Digital contents, networking and setting up of server, training to teachers, providing IT Assistants cum Resource Persons and onsite comprehensive warranty for three years in 30 NDMC Schools, from the eligible firms /agencies /companies (Brief description of Goods and Services) and has accepted a bid by the Successful bidder for the supply, installation, commissioning of hardware and integration of Educational Digital Contents in the sum of

..... (Contract Price in Words and Figure) (hereinafter called “**the Contract Price**”).

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

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Support services from the selected agency/firm/company would be required to Smart classrooms items on regular basis to NDMC on all working days between 09:00 Hrs to 17:30 Hrs. No separate charges for delivery of goods would be paid by the office.
3. That the Hardware and software of Smart Classrooms shall be delivered and installed strictly within the implementation schedule specified in

Section VI of the tender document.

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

- (a) the Bid Form and the Price Schedule submitted by the Bidders;
- (b) Instructions to bidders-Section III
- (c) That the services/equipments shall be confirming with the quality and specification given in the Scope of Work-Section IV;
- (d) General conditions-Section VI
- (e) Special conditions-Section VII; and
- (f) NDMC's Notification of Award

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

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

7. The rate submitted by the Successful bidder should not be higher than the Govt. approved/DGS&D rates at which the Smart classrooms equipments are being supplied & installed by its to other Govt. institutes/Ministries/Departments. If subsequently, it is found that the firm has supplied equipments at higher rates to the NDMC, the excess amount shall not recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of **Rs. _____** on the firm on such occasion and shall be doubled on subsequent occasion.

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

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

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

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

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

Total Value:

Delivery Schedule:

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

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

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

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

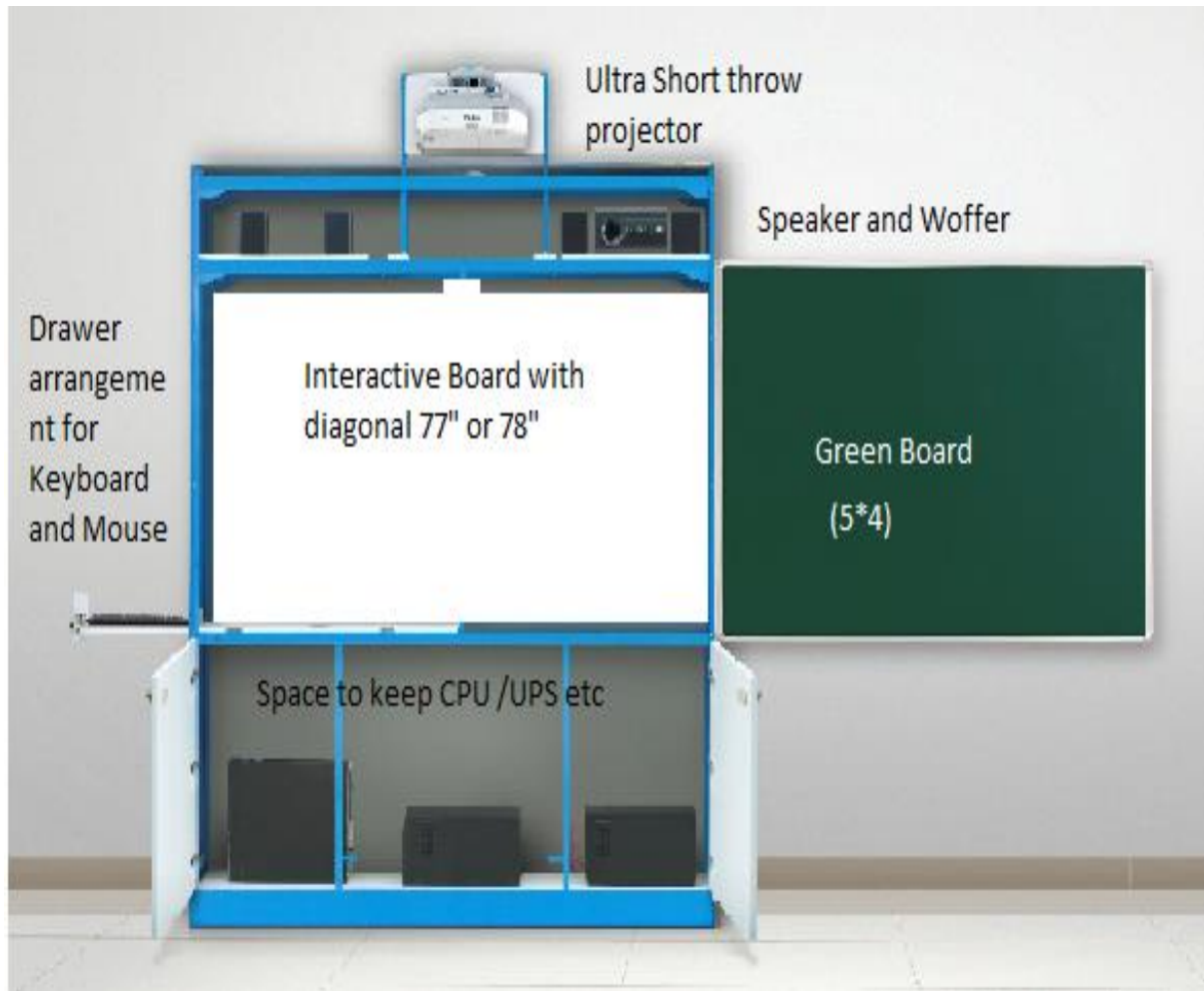
1. In consideration of the New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called ‘the council’) having agreed to **M/s Firm name with address** (hereinafter called the said ‘Successful bidder(s)’) from the demand, under the terms and conditions of work order No. _____ Dated _____ made between New Delhi Municipal Council **and M/s Firm name** for the **Name of work** (hereinafter called ‘the said Agreement’) of security deposit for the due fulfilment by the said Successful bidder(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as ‘the bank’) at the request of **M/s Firm name**, Successful bidder(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Successful bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Successful bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Successful bidder(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have

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

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

Dated the _____ day of _____ 200__
For _____
(Indicate name of Bank)

Draft Design of Cabinet of Smart Classroom



Smart Classroom

