

Request for Proposal

For

Selection of Implementation Agency for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

MPBSCDCL/TENDER NO - 54

Date: 17/07/2018

**Bhopal Smart City Development Corporation Ltd, Bhopal
Madhya Pradesh**

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

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Abbreviations

Acronym	Full Form
BSCDCL	Bhopal Smart City Development Corporation Limited
CCN	Change Control Note
EMD	Earnest Money Deposit
EOL	End Of Life
EOS	End Of Support
UAT	User Acceptance Testing
IA	Implementation Agency
ICCC	Integrated Command And Control Centre
ISP	Internet service Provider
IT	Information Technology
LMS	Learning Management System
MIS	Management Information System
O&M	Operations & Maintenance
OEM	Original Equipment Manufacturer
PAT	Partial Acceptance Test
PMA	Project Management Agency
RFP	Request For Proposal
SA	Service Agreement
SIT&C	Supply, Installation, Testing & Commissioning
SPV	Special Purpose Vehicle
VTC	Virtual Teleconferencing
SSCDL	Satna Smart City Development Limited
SSCL	Sagar Smart City Limited

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Notice Inviting Tender

Dated: 17/07/2018

RFP for “SELECTION OF IA FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MANAGEMENT OF SMART SCHOOLS IN CITY OF BHOPAL, SAGAR AND SATNA”.

The Bhopal Smart City Development Corporation Limited represented by CEO , on behalf of Sagar Smart City Limited and Satna Smart City Development Limited, now invites bids from eligible Implementation Agency for this project.

The complete BID document (Tender Document) can be viewed / downloaded from the department account of Bhopal Smart City Development Corporation Limited on e-procurement portal <https://www.mpeproc.gov.in>.

Bid must be submitted online at <https://www.mpeproc.gov.in>. by 17/08/2018 by 23:30 pm, along with hardcopy submission as per instructions of RFP. Bids received online shall be opened on 24/08/2018 (at 11:00 hours IST). Bid through any other mode shall not be entertained. The physical submission of the bid document as per instructions of RFP should be done by 23/08/2018 (at 15:00 hours IST).

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

Chief Executive Officer

Bhopal Smart City Development Corporation

Zone -14, Bhopal Municipal Corporation, BHEL. Govindpura, Bhopal – 462023

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Bidding Data Sheet

S. No	Particulars	Details
1.	Name of Client	Bhopal Smart City Development Corporation Limited (BSCDCL)
2.	Name of the Engagement	Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna
3.	Availability of the document	RFP is available and downloadable on MP e-procurement portal: (http://www.mpeproc.gov.in) All subsequent changes to the RFP shall be published on the above mentioned website.
4.	Start date for Purchase of RFP	<17-07-2018> at <17:00 hrs>
5.	Last date for Purchase of RFP	<17-08-2018> at <22:00 hrs>
6.	Cost of RFP Document	INR 50, 000 to be paid online through e-Procurement portal
7.	Sharing of pre-bid queries	Pre bid queries to be shared at bscdcl@smartbhopal.city by 05-08-2018 by 17:00 hrs
8.	Pre-Bid Meeting	12:00 hours to be held at 06-08-2018
9.	Earnest Money Deposit (EMD)	INR 50 Lacs to be paid in the form of Bank guarantee of any nationalized / scheduled banks or online through e- Procurement portal. Scan copy should be uploaded with Technical Document. (Please note that no exemption for EMD will be accepted)
10.	Last date of submission of Proposal	Online at https://mpeproc.gov.in - <17-08-2018> by <23:30 hrs>
11.	Last date of hardcopy submission	<23-08-2018> at <15:00 hrs>
12.	Date and Time of opening of Prequalification Proposal and Technical Proposal(Online)	<24-08-2018> at <11:00 hrs>

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S. No	Particulars	Details
13.	Presentation on technical solution by bidders (For Bidders who gets qualified in Pre-Qualification)	<27-08-2018> at <11:00 hrs>
14.	Date of opening of Financial proposal	To be intimated later
15.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact BSCDCL through email by sending the queries at bscdcl@smartbhopal.city
16.	Address for Communication	Chief Executive Officer Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023 Phone: 0755- 2477770

1. Section I - Invitation for Bid

1.1. Project Background

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

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

The literacy rate of Bhopal is 85%, which is the 3rd largest in Madhya Pradesh . Sagar and Satna, has a literacy rate of 86.5% and 64% respectively. Most of the ICT initiatives proposed and being implemented by Bhopal, Sagar and Satna city have been identified with a predominant objective to improve the quality of life of people, making them employable and improvising the citizen services quality .

The State has authorized BSCDCL to take the initiative of floating this RFP for the Smart Schools in Bhopal, Sagar and Satna, on behalf of the three cities.

This RFP aims at **Setting up and commissioning of Smart School equipped with Learning Management System, Smart Classrooms and Central Studio in the identified 27 Schools of the three cities - Bhopal, Sagar and Satna.**

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

- 1) Setting up of 125 Digital Classrooms, 10 Digital IT Labs, 30 Science Labs and 10 Digital Library cum Assessment Lab in 10 Municipal/Government Schools of Bhopal.
- 2) Setting up of 108 Digital Classrooms, 10 Digital IT Labs, 30 Science Labs and 10 Digital Library cum Assessment Lab in 10 Municipal/Government Schools of Sagar.
- 3) Setting up of 126 Digital Classrooms, 7 Digital IT Labs, 27 Science Labs and 7 Digital Library cum Assessment Lab in 7 Municipal/Government Schools of Satna.
- 4) Setting Up of One Central Studio in each of the three cities – Bhopal,Sagar,Satna

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Note: - Bidders may note that Bids are to be submitted as per the instructions laid out in **Section 2** of the tender document. The selection of successful bidder would be in three steps: Pre-Qualification , Technical Bid and Financial Bid.

1.2. Project Objective

The key objectives of the project are:

1. To increase knowledge assimilation and retention amongst school children of Municipal/Government Schools
2. Harness the use of technology for improving the overall reach and quality of education in Municipal school, where this is a significant dearth of skilled teachers.
3. Smart User Friendly Solutions for students to learn in Hindi and in English medium.
4. Enhanced proficiency in academic subjects
5. Career Assessment Program for Students to prepare and excel in the competitive exams
6. Virtual Learning Environment for connecting the Subject Experts to Students.
7. To enhance learning by creating a non-stressful and interactive environment.
8. To provide better systems and solutions to the educationists
9. To provide new and innovative tools to teachers and enable them to provide quality education to students.

1.3. Current Tender Objective

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

- 1) Supply, installation, commissioning & functioning of Smart Classroom components and other IT INFRASTRUCTURE for the identified SMART SCHOOL in the three cities (including CCTV Cameras, Wi-Fi facility, Projectors/PC/Laptops/Interactive boards and other IT equipment in classrooms, labs, library and school corridor as defined in various sections of this RFP).**

- An Interactive White Board System or similar solution that can enable teachers to engage students and get them to pay attention, participate and interact with teachers and other students. Smart Boards with multi-touch points helps to support collaborative material that utilizes every inch for interaction.
- Interactive projectors easily make a dry erase board, plain wall or table an interactive display.

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- Surveillance of Entry, Exit Points to enhance student security. Central Monitoring by School Principal
- Classrooms equipped with Wi-Fi facility and LAN connectivity including bandwidth procurement with access to required portals and websites only.

2) LEARNING MANAGEMENT SYSTEM will cover creation, supply, uploading and maintenance of Hindi and English language educational digital contents as per the syllabus prescribed by Madhya Pradesh boards and NCERT syllabus along with future upgradation as and when required.

This Learning Management Solution will have to include the following features –

Sr.	Key Features
1	<p data-bbox="394 747 911 783">Digitization of Course Contents</p> <p data-bbox="394 814 1442 1024"><i>This is the most important element of the Learning Management System. The Implementation Agency is responsible to encapsulate the best-in-class relevant easy-to-teach, easy-to-understand, user-friendly course content in all the possible innovative format, into the repository , for ease of access by all the stakeholders.</i></p> <ul style="list-style-type: none"> <li data-bbox="350 1058 1414 1163">• Facilitation of digital contents syllabus-wise and subject-wise in Hindi as well as English. Hindi and English will be the essential language of the overall smart school project. <li data-bbox="350 1203 1446 1346">• To bring an exhaustive repository of world class digital modules or lessons, (consisting of 2D and 3D animations, graphics, audio and video) on every subject, which the teacher could easily access and project in the classroom that illuminated and explained abstract and difficult concepts with clarity. <li data-bbox="350 1392 1446 1682">• The learning content shall be exhaustive with respect to Madhya Pradesh state board Curriculum. The animations shall be of high quality which easily explains complex phenomena in all the subjects. The animations and other interactive content should be such that it assists the teaching learning process in an effective and simple manner. The modules should have pause, play, fast forward and rewind options. Movement from one module to other (e.g.: one chapter to another or from animation module to assessment module) should also be easy, quick and user friendly . <li data-bbox="350 1728 1446 1894">• Good Quality content should be provided including specialized skill set training and all the Lab Experiments in the Curriculum. There should be STEM content consisting of: Physics, Chemistry Biology, Mathematics, and Language Learning.

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	The software and hardware of the service provider should be flexible in such a way that any additional multimedia content in the form of video, lectures, animations, pictures, 2D/3D videos and additional questions created by subject teachers could be added into the database via a pen drive or external hard disk and used in an effective and simple manner.
	The hardware and software installed shall be such that it shall be compatible to other (define formats) video lecture databases and other (define formats) smart class databases.
2	Learning management system would have integrated student information system commonly known as guardian-tutor learner system.
4	Modern features for recording and replay of lectures in offline mode as well as internet streaming. The Recorded lectures from the Central Studio has to be integrated into the LMS and should be available for viewing, raising queries etc by the students. Students should be able to ask questions in over chat/voice communication.
8	This system would have subject-wise scores score feeding facility and accordingly parents would be auto-notified of results through SMS.
9	Report card generation facility would be available to teachers, parents/guardian. Growth and improvement analytics of each student, each class and each school will be generated for decision making.
10	Push system for breaks between classes to hold student in classroom
11	Project assignment and submission on learning management system. If the students are not able to submit the assignments online , they could submit it manually to the teachers.
12	To monitor learning process of students and assess student performance and provide real-time feedback to teachers, parents etc.

3) Setup one Central Studio embedded with City Level Control system in each of the three cities – Bhopal, Sagar, Satna

- One Studio per city (for Bhopal, Sagar, Satna) will be set up for coordinated and comprehensive learning. This will be in one of the Municipal schools in each city, at the discretion of BSCDCL and other City SPV's.
- Install/replace the hardware and activate the software to run the lectures in classrooms and VTC sessions in existing 27 Classrooms in each of the identified Schools of the three

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cities. Install all the required software to run VTC sessions on existing hardware in these 27 schools of the three cities.

- Infrastructure in each school should enable students to view the online synchronous training content, faculty video and hear the faculty voice. For smooth running of Virtual Training Classrooms from Central Studio, voice facility has to be two way.

4) Creation, supply and installation of Smart School Management System (Software, Dashboard and Hardware) and Library Management System.

5) Providing school IT networking and connectivity with comprehensive warranty of all equipment and all software for three years. This project will have to be operated and maintained by Implementation Agency (IA) for 3 years.

- Assess the IT connectivity of the school and provide connectivity to run digital classrooms, virtual training sessions, learning management system and library management system with improved performance. There should be no lag between video and voice for optimal learning experience.
- Integration with the Central Studio and the ICCC, including upgradation / replacement of servers and providing redundancy.

6) TRAINING/Capacity Building Sessions of teachers and parents as needed.

7) Providing Helpdesk/Resource persons for recording all the day to day problems and other technical incidents occurring during the Operations & Maintenance phase.

8) It is proposed that the IA would procure bandwidth as a service for the entire duration of project period for the various locations (city) based on the approval from respective cities.

9) The Common Application including the Digitalized Contents, Learning Management System, Library Management System, needs to be hosted at the ICCC Cloud or using any other Cloud Service Provider. This will be decided at the sole discretion of the Authority based on evaluating parameters including financials. The Bidder needs to provide connectivity at the schools in each of the city, for synchronizing the data from the Schools and Central Studio with the Central Cloud.

1.4. Site Visit before Bidding

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

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

2. Section II – Instruction to Bidders

2.1. General

- From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the BSCDCL (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in Bid Fact Sheet.
- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the BSCDCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Bidders should submit only one Bid.
- The Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the BSCDCL.
- In exceptional circumstances, prior to the expiration of the bid validity period, the BSCDCL may request Bidders to extend the period of validity of their bids. In case of Bidder extending of the bid, the Bidder granting the request shall also extend the bid security for forty-five (45) days beyond the deadline of the extended validity period.
- Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the BSCDCL as non-responsive.
- The bid security of unsuccessful Bidders shall be returned as promptly as possible upon award of contract to the successful Bidder. No interest will be payable by the BSCDCL on the amount of the Bid Security.

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- The bid security of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- The bid security will be forfeited by BSCDCL on account of one or more the following reasons:
 - If a bidder withdraws its bid during the period of bid validity
 - If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP.
 - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time

2.2. Consortium Condition

- *The bidder may form a consortium for bidding in this tender.*
- *The number of consortium members cannot exceed two, including the Prime Bidder (1 Prime Bidder + 1 Consortium Partner).*
- A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
- Consortium members must provide a Memorandum of Understanding (MoU) covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
- A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Agreement and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
- The successful bidder (SI) shall require to enter into agreement with the Consortium Member specifying following points in the Agreement. These points shall also be captured in MoU
 - a. Identity Prime Member and Power of Attorney in favor of Prime Member.
 - b. Roles and responsibilities of the consortium partner, the identification of the lead partner, and providing for joint and several liability for each partner.
 - c. All consortium members would be available throughout the Contract Period.

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- d. The Prime bidder shall be jointly and severally responsible for complete scope, whereas consortium partner shall be severally responsible only for its respective scope.
- e. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
- f. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (BSCDCL) only.
- g. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the BSCDCL. BSCDCL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.
- h. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.
- i. Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from BSCDCL. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this Project without prior approval of Authority shall be viewed seriously by the BSCDCL as it can affect an important public service. Such unilateral action by the SI shall entitle BSCDCL to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.
- j. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project Implementation and Operation. If in BSCDCL's opinion, Dispute between Consortium members adversely impacting implementation and operation of the Project then Authority may its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.

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- k. In case BSCDCL Intends to proceed for Termination on account of SI Event of Defect and /or unresolved disputes between the Consortium Members, all the Consortium Members shall be jointly and severally liable for Implementation, Operation and Maintenance of project at Agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the Project
- l. BSCDCL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement

2.3. Pre-Bid Meeting and Clarifications

- BSCDCL shall schedule a Pre-Bid meeting with the prospective bidders as per the timelines mentioned in the Bid Fact Sheet.
- The interested bidders need to ensure that they have submitted their queries as per the date mentioned in the Bid Fact Sheet.
- Queries provided by the Bidders should be as per the format provided in the Bidding Forms
- Queries of only those bidders will be entertained who has purchased the RFP.
- Response to the queries and clarification shall be uploaded by the BSCDCL on MP e-Procurement Portal.
- At any time prior to the last date of receipt of the bids, BSCDCL may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a Corrigendum.
- Any such corrigendum shall become part of this RFP.
- In order to provide prospective bidder reasonable time for taking the corrigendum into account, BSCDCL may, at its discretion, extend the last date for the submission of the Bid.
- The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid. Date, Time and Venue for the Pre-Bid Meeting :
 - Pre-Bid conference will held on 06 Aug 2018 at 12:00 p.m.
 - Venue for Pre-Bid conference: Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL, Govindpura, Bhopal, Madhya Pradesh- 462023

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- The queries should necessarily be submitted in the following format:

Request for Clarification			
Name and Address of the Organization submitting request			
Name and Position of Person submitting request			
Contact Details of the Organization / Authorized Representative			
Tel: Mobile: Fax: Email:			
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought
1			

2.4. Sealing, Marking and Submission of Bids

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification Bid, Bid Fees, EMD shall be submitted online at www.mpeproc.gov.in along with duly bound hardcopy and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 8.2 in “**Envelope 1**” super scribed “**Pre-Qualification Bid**” with Tender No, Due Date and RFP Name – “**Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna**”. The proposal shall also consist with all supporting documents.

Part 2: Technical Bid shall be submitted online at www.mpeproc.gov.in along with duly bound hardcopy and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 8.3 in “**Envelope 2**” super scribed “**Technical Bid**” with Tender No, Due Date and RFP Name – “**Selection of IA for Design, Development, Implementation and Management of Smart Schools in City**”

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of Bhopal, Sagar and Satna”.

Part 3: Financial Bid: The Financial Bid shall be submitted online at www.mpeproc.gov.in as per formats and instructions as mentioned in Section 8.42

The large envelope / outer envelope containing above envelopes must be sealed and super scribed and shall be sent as under:

Details to be mentioned exactly on sealed envelope	
<p>Tender Details</p> <ul style="list-style-type: none">• RFP No.: MPBSCDCL/ TENDER No - 54• Bid for “Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna”.• Last date of Submission: Online Submission of Bid is to be done on or before 20-08-2018 by 23:30 hrs at www.mpeproc.gov.in <p>Hardcopy submission : In sealed envelope strictly by in Person/RPAD/Postal Speed Post On or before 23-08-2018 by 3:00 p.m. addressing to “CEO, Bhopal Smart City Development Corporation Limited Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal, Madhya Pradesh- 462023”.</p>	<p>To, Chief Executive Officer (CEO) Bhopal Smart City Development Corporation Limited, Zone 14, near Tatpar petrol pump, BHEL Govindpura, Bhopal Madhya Pradesh- 462023</p>

1. BSCDCL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
2. If the envelopes are not sealed and marked as instructed above, the BSCDCL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.
3. Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
 - a. Original copy of the Bid fee & EMD
 - b. Pre-qualification criteria related documents
 - c. Technical Proposal related documents

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- d. RFP Copy and Addenda & Corrigendum
 - e. The Bidder shall prepare original set of the Proposal (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD) / Pen Drive / USB stick. In the event of any discrepancy between the original and CD/Pen Drive/USB stick, the original shall prevail
 - f. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents. In case of consortium the bid will be signed by the Prime Bidder.
4. Pre-qualification and technical bid should be signed by an authorized person of the bidder. The pre-qualification bid should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder to the terms and conditions detailed in this proposal. In case of the Consortium the Prime bidder will submit this document.
5. Bids must be direct, concise, and complete. BSCDCL will evaluate bidder's bid based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The CEO, BSCDCL reserves the right to accept or reject any or all the bids without assigning any reason.

2.5. Submission and Opening of Bids

- The prices should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- Conditional bids are liable to be rejected.
- The bids submitted by physical submission/telex/telegram/fax/email shall not be entertained.
- The MP e-Procurement Portal shall not permit the bidder to submit the bids after the deadline for submission of bids.
- BSCDCL shall not be responsible for delay or non-receipt of the documents.
- The bidder's representative (max 2), may attend the bid opening.
- To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the BSCDCL may, at its discretion, seek any clarification from bidders.
- If the Bidder does not provide clarifications of its bid by the date and time set in the BSCDCL's request for clarification, the bids shall be evaluated basis the information available with the BSCDCL.

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- BSCDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders

2.6. Rights to Terminate the Process

- a) BSCDCL may terminate the bid process at any time and without assigning any reason. BSCDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This bid document does not constitute an offer by BSCDCL. The Bidder's participation in this process may result in BSCDCL selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by BSCDCL to execute a contract or to continue negotiations. BSCDCL may terminate negotiations at any time without assigning any reason.

2.7. Language of Bid

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of BSCDCL.

2.8. Implementation Partner Participation Criteria

- a) Bidder will be required to submit a Manufacturer's Authorization Form from the OEM stating that the Bidder in concern would be bidding for this project. The template for this form can be found in Section 8.38 of this document.
- b) Firms with common Proprietor/Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract.
- c) If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chief Executive Officer, **Bhopal Smart City Development Corporation Limited** for further penal action including blacklisting.

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- d) If it is found that close relatives (as described above) have uploaded separate tenders/quotations under different names of firms/establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- e) If after awarding the contract it is found that the accepted tender violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the contractors as well as related firm/establishment.

2.9. Rights to Accept/Reject any or all Bids

BSCDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BSCDCL's action.

2.10. Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

- a) A Bidder wishing to withdraw its bid shall notify to BSCDCL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall
- be addressed to BSCDCL at the address named in the Bid Data Sheet, and
 - bear the Contract name, the “Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna “ and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.
- b) No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

2.11. Notifications of awards and Signing of Contract

- a) Prior to the expiration of the period of bid validity, the Bidder will be notified in writing or by FAX/email that their bid has been accepted.
- b) At the time BSCDCL notifies the successful Bidder that its bid has been accepted, BSCDCL will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to BSCDCL. Draft Format of the contract has been included in the bid document.

2.12. Performance Bank Guarantee

- a) The successful Bidder at own expense shall deposit with BSCDCL, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Award) from BSCDCL, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled Commercial Bank acceptable to BSCDCL, in the format prescribed in this RFP (in Section 8.43), payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.
- b) The Performance Bank Guarantee may be submitted as Bank guarantee from a Nationalized/Scheduled Commercial Bank.
- c) This Performance Bank Guarantee shall be for an amount equivalent to 5% of Total Project Cost. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Project. Subject to the terms and conditions in the contract.

2.13. Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder.

2.14. Terms and Conditions of the Bid

Bidder is required to refer to the draft Contract Agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the bid Annexure. Please refer to the Interpretation Section of the Agreement for reference of the Annexure.

2.15. Legal and Stationery Charges

The successful bidder will have to bear the legal & stationery charges at rates for preparing contract documents as per prevailing circular.

- a) The stamp duty payable for the contract shall be borne by the Implementation Agency.
- b) The successful Bidder shall enter into a contract agreement with BSCDCL within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful Bidder.
- c) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Bhopal City be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of within 15 days from intimation thereof.
- d) All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

2.16. Bid Currencies

Prices shall be quoted in Indian Rupees (INR).

2.17. Bid Validity Period

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal.

2.18. Rectification of Errors

- a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b) Arithmetic errors in proposals will be corrected as per unit rates quoted

2.19. Bidder Qualification

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- a) The Bidder may be duly Authorized Representative and shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative .
- b) The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.

3. Section III- Qualification and Evaluation Methodology

3.1. Pre-Qualification Criteria

#	Parameter	Eligibility Criteria	Documentary Evidence	Compliance(Yes /No)
1.	Legal Entity	<p>The Sole Bidder OR Prime Bidder (in case of consortium) and each consortium members should be</p> <p>i. A company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or proprietary firm or a Limited Liability Partnership registered under LLP Act 2008.</p> <p>ii. Should have GST Number</p> <p>Consortium Members •Max 2 companies are allowed in a consortium including Prime bidder</p> <p>Note: •The Prime bidder shall be jointly and severally</p>	<p>i. For Sole/Prime Bidder/Consortium Member, Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA) , duly signed by the authorized signatory of the bidder.</p> <p>ii. For Sole/Prime Bidder/Consortium Member, GST Registration Copy</p>	

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		responsible for complete scope, whereas consortium partner shall be severally responsible only for its respective scope.		
2	Financial Strength	The Bidder (Lead bidder in case of consortium) should have an average annual turnover of at least INR 100 Cr and the consortium member should have an average annual turnover of at least INR 30 Cr years (FY 2015 - 16, 2016 – 17, 2017 – 18 over the last three financial) .The above mentioned turnover value should be from ICT Solutions in Govt Domain/ Managing Smart School ICT Setup and Operations in Govt or Private domain	Certificate from the statutory auditor / CA certified provisional figures clearly specifying the annual turnover for the specified years. Notarized copy of the certificate should be submitted	
		The Bidder (Lead bidder in case of consortium) should have positive net worth as on 31st March 2018.	CA certificate mentioning net worth of the bidder should be enclosed.	
3	Organizational Strength	The Bidder (any of the consortium members, in case of consortium) should have experience in implementing following scope within last five years (as on bid publish date) in India. At least 3 Projects related to Smart Classroom (at least 100 nos.) Implementation in Schools/Universities/Aca	Copy of work order + Completion Certificates+ Client Certificate from the client; OR Copy of Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity) + Client Certificate	

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		<p>demics in urban scenario. Each of such projects should qualify following criteria: Project Value of minimum INR 3 (three) Crore</p> <ul style="list-style-type: none"> ▪ In case project is on-going atleast, Go-Live has been done and O&M has started. 	<p>from the client OR Copy of work order + Phase Completion Certificates from the client + Client Certificate from the client; OR Work Order + Self Certificate of Phase Completion (Certified by CS/independent auditor of the bidding entity)</p>	
4	Standards/ Certifications	The Bidder or any member of consortium should possess Valid ISO 9001 Certification.	Copy of valid certificate	
5	No-Blacklisting	The Bidder (including all the consortium members, in case of consortium) should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Self-Declaration Letter duly signed by authorized signatory on company letter head	

Notes:

- In case of consortium, the same **should not consist of more than 2 members** including the Prime Bidder.
- The consortium shall submit a valid **Agreement** on Stamp Paper among the members signed by the Authorized Signatories of the companies under consortium dated prior to the submission of the bid. The Agreement shall clearly specify the details of Prime bidder, stake of each member and outline the roles and responsibilities of each member. The agreement between the Prime Bidder and each consortium partner should be for the entire period of the Project and submitted along with the Bid. The Agreement of the consortium members

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should be submitted for their exclusive association for this bid and joint responsibility for the respective scope.

- In the Consortium, all the members shall be jointly and severally liable to complete the project; however Prime Bidder shall give an undertaking for successful completion of the project. In case of any issues, Prime Bidder will be primarily liable for all penalties.
- BSCDCL shall sign the contract with the Lead Bidder only, however, names of all the consortium members shall be included in the contract. All payments shall be made to the Lead Bidder only.

3.2. Technical Evaluation Criteria

Proposals of only those Applicants who satisfy the Conditions of Eligibility will only be considered for detailed technical evaluation. The credentials of both the members in case of a consortium shall be considered for technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed for consideration of their presentation.

The scoring criteria to be used for evaluation shall be as follows:

1. The aforesaid applicants, subject to detailed evaluation as per the scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Applicants, scoring 70 marks and above only will be qualified for further evaluation

Sr. No.	Scoring Parameter	Marking Scheme	Max. Marks	Documents required
Organization's Experience				
1.	The Sole Bidder/Lead Bidder/Consortium member should have Experience in Setting Up of Smart School/Smart Education System Infrastructure including Digital Classroom , IT networking amongst	>100 and <= 150 classrooms: 10 marks >150 and <= 175 classrooms: 20 marks >175 classrooms: 25 marks	25 Marks	

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	classrooms			
2.	The Sole Bidder/Lead Bidder/Consortium member should have Experience in Setting Up of Virtual Classrooms for the Schools as part of the Smart Classrooms project.	<p>>25 and <= 40 Virtual classrooms: 6 marks</p> <p>>40 and <= 50 Virtual classrooms: 10 marks</p> <p>>50 classrooms: 15 marks</p>	15 marks	
3.	<p>The Sole Bidder/Lead Bidder/Consortium member should have Experience in Implementation of Smart Education System Components including Learning Management System, Library Management System, School Management System.</p> <p><i>*Learning Management System, Library</i></p>	<p>For Completed Project in School with Learning Management System - 6 marks.</p> <p>For Completed Project in School with School Management System - 5 marks.</p> <p>For Completed Project on Library Management System –4 marks.</p>	15 Marks	

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	<i>Management System, School Management System Experience provided by the Bidder should meet the Scope of work in the RFP</i>			
Approach & Methodology				
4.	Our Understanding, Approach & Methodology & Work Plan	Meeting the TOR for a pre-feasibility and analysis of existing situation - 5 marks Work Plan details – 10 marks	25 Marks	
Key Personnel				
5.	Experience of Key Personnel	Meeting the Minimum Eligibility Criteria	10 Marks	
Presentation				
6.	Presentation in respect of understanding of services, credentials and strategy to handle all the tasks as stated in the ToR	Meeting ToR	10 Marks	
	Total		100 Marks	

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1. The Bidder should get a minimum of 40% of the assigned score in each category(1 to 6) in the table defined above. To qualify the technical evaluation stage, the bidder must score a minimum of 70 marks. BSCDCL will open the Financial Bids of those Bidders who have achieved minimum score of 70 marks in technical evaluation
2. Documentary evidence (Citation, Copy of completion / ongoing client certificate and work order / Contract) is required for all project experience.
3. In case project is on-going a certificate from the Chartered Accountant/Statutory Auditor has to be provided mentioning that Go-Live has been done and O&M has started.
4. BSCDCL (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

3.3. Financial Evaluation

In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (**S_F**).

For financial evaluation, the total cost indicated in the Financial Proposal at Section 8.42

The **BSCDCL** will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the IA. The lowest Financial Proposal (**F_M**) will be given a financial score (**S_F**) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(**F** = Amount of Financial Proposal)

Provided that the bid is substantially responsive, the Authority shall correct arithmetical errors on the following basis:

- a. If there is a discrepancy between the unit price and the total price that is obtained

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by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

3.4. Final Evaluation of Bid

- a) BSCDCL will award the Contract to the Bidder based on Quality Cum Cost Basis (QCBS).
- b) All the bids will be scrutinized/evaluated as per the criteria given in the RFP documents and a list of successful bidders will be evaluated on the QCBS pattern of 70:30 (Technical Bid - 70% weightage, Financial Bid - 30% weightage)
- c) Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T and F are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

4. Section IV- Scope Of Work And Terms Of Reference

4.1. Project Scope

This project entails at modernizing the identified 27 Schools of Bhopal, Sagar and Satna with comprehensive upgrading of the school facility which includes (but is not limited to) - equipping schools with technology based learning resources, modern classroom experience for the school children, School Management Solutions , Virtual Learning Environment, Digitalization of Contents, Learning Management Solutions , Library Management Solutions.

This project will have to be operated for 3 years and an extension of 2 years to this project

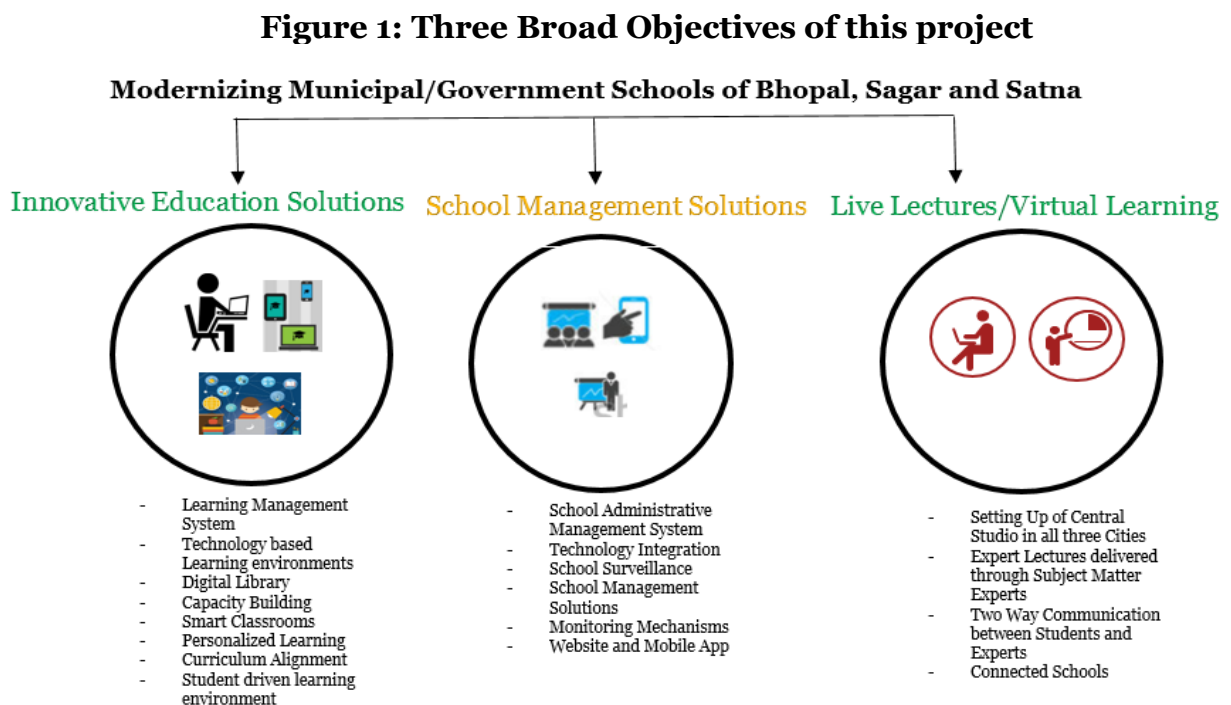
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will be as per prevailing conditions on same terms and conditions with mutual consent between parties. In such case, O&M rate for third year would be extended, for another 2 years.

The agency should provide a roadmap for 5 years, which tentatively mentions about components to be upgraded and methods of procurement.

Modernizing Smart Schools in Bhopal, Sagar and Satna include three Broad Objectives as show in figure 1:

- 1) Innovative Education Solutions
- 2) School Management Solutions
- 3) Live Lectures/Virtual Learning



Expected Outcomes

Each Objective has an expected outcome and is listed below.-

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1) Innovative Education Solutions

Innovative Education Solutions which transforms traditional classrooms into engaging, learner-centric environment by integrating state-of-the-art digital infrastructure and professionally-developed multimedia learning content.

EXPECTED OUTCOME

- Digital Literacy amongst students, preparing them at an early age for next Generation of professionals in a competitive global environment
- Opportunities for students to learn in Hindi and in English medium
- Enhanced proficiency in academic subjects
- Greater exposure to digital books through e-library
- Confidence in using technology and modern learning methods at par with global Standards.
- Greater opportunities for students to interact/learn and face competitive exams.
- Capacity building amongst teachers

4) School Management Solutions

School Management Solutions will provide a powerful, user-friendly platform for managing man, money and material of an educational institution.

EXPECTED OUTCOME

School Management System should be designed to automate the process of school from

- Student admission to examination management integrated with school management dashboard
- Course management to schedule management as part of Learning Management System
- Security, Surveillance, Visitor Management System, Attendance Management, Wi-Fi facilities etc.

5) Live Lectures/Virtual Learning

Providing a platform for the Subject Experts, to deliver expert lectures in a live environment anytime, anywhere with a facility to multiple students from remote areas to join in, and avail the learnings, raise queries, enhance their knowledge using an interactive way of learning.

EXPECTED OUTCOME

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- Students/Schools which are inaccessible due to multiple reasons will get the most benefit out of this.
- Utilization of expert faculties to commonly address multiple students from multiple locations.
- Interconnected Schools and Classes.

4.2. Detailed scope

The Bidder is required: To Supply, Install & Maintain 27 Smart Schools in the City of Bhopal, Sagar and Satna which includes

- a) Digital Classrooms with Learning Management System
- b) Smart School Management System in the school
- c) IT Infrastructure – Central Studio Setup, Digital Classrooms, IT/Science Labs and Digital Library with library management system setup containing computer hardware, software and connected accessories like CCTV, Wi-Fi, etc.
- d) Networking
- e) The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the BSCDCL responsible for misunderstanding the scope of work. Bidders are free to visit the said school sites to understand the technicalities for implementation of above project.
- f) Solution should provide measurable and acceptable performance requirements for users, for different connectivity bandwidths.

The school needs to be equipped with minimum equipment as per the specifications prescribed in this section of tender document, covering the following broader scope:-

- 1) Setting up of 125 Digital Classrooms, 10 Digital Labs, 30 Science Labs and 10 Digital Library cum Assessment Lab in 10 Municipal/Government Schools of Bhopal.
- 2) Setting up of 108 Digital Classrooms, 10 Digital Labs, 30 Science Labs and 10 Digital Library cum Assessment Lab in 10 Municipal/Government Schools of Sagar.
- 3) Setting up of 126 Digital Classrooms, 7 Digital Labs, 27 Science Labs and 7 Digital Library cum Assessment Lab in 7 Municipal/Government Schools of Satna.
- 4) Setting Up of One Central Studio in each of the three cities – Bhopal,Sagar,Satna

4.2.1. Digital Classroom Setup

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

Majority of the classrooms in the identified Schools are devoid of internet connection and are neither air conditioned nor acoustically designed. The service provider shall take this into consideration while designing and implementing the smart class systems. Electricity Provisioning would be provided by the respective School Authority.

The smart class system should be such that it could be used in the offline mode (i.e. In the absence of internet). The Bidder could build up the IT Infrastructure in Smart Classrooms with the following setup:-

- **Assembled Solution Specification:-**

Laptop
 Projection System
 Interactive Smart Board
 Audio System
 (All these above facilities shall be connected to each other)

OR

- **Integrated Solution Specification:-**

Integrated Computer cum Smart Projector with in-built Screen Interactivity

Sr.	Setup	Requirements
1	Laptop/Integrated Solution	<ul style="list-style-type: none"> • Laptop for teachers • Charging station for these workstation in the Classroom. • Network Access point plugging.
2	Projection System	Integrated technology platform providing access to multiple technologies in a Compact Unit OR Projection System with multiple hardware, can work offline and online. OR Digital Integrated Surface Device or Better Technology
3	Interactive Smart Board (if any)	Multi-Touch Interactive White Board to enhance student participation

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4	Green Board	For Traditional Teaching methodology. Bidder needs to do a survey of the new requirement of Green Boards and utilize the same if it exists in any of the classes.
3	Power Back-up Solution	For uninterrupted power supply, back-up will be provided to the Computer and Projection System.
4	Interactive Multimedia Content	Multimedia content mapped to Madhya Pradesh Board curriculum with animated lessons to facilitate the learning in the classrooms across various subjects.
5	Accessories	Teacher remote (RF tech based), Interactive Pen and Pad etc.
6	HD Digital Cameras and Wireless Handheld Mic(For Students), Collar Mic(For teachers)	For the Classes connected to Central Studio for two way communication

4.2.2. Career Assessment/Exam Preparation Programs for Higher Classes

The Smart Digital Library setup in the School will have computers for the teachers and students equipped with the Library Management system and Digitalized Contents. This Lab would also be used as an assessment center for students.

Background

Provide a comprehensive Career Assessment tool to be integrated with the Learning Management System that is designed to make the students of higher sections (Class IX,X,XI,XII) future-ready and help them in choosing their subject stream in lines with their aspired career path. They should be provided assessment tests related to IIT, NEET, CLAT and other relevant competitive exams which they are going to face after passing out from the School. These tests would be validated by a Committee comprising of members from BSCDCL, DEO or any other competitive examination body, upon the discretion of the authority.

Requirements

- To provide an online/offline career assessment test to identify their suitable career choice to make them career ready.

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- Assesses learners' personality, aptitude and career preferences in accordance with their hobbies, scores ,progress rates mapped from the Learning Management system , and directs them towards the best-suited career path;
- Assists learners in identifying the right stream, course and career in accordance with their inherent abilities.
- Should be Updated with latest research, industry trends and projections to provide in-depth analysis and counselling, and accurately identify the interests and aptitude of learners.

- **Library Management system**

This system should be designed to digitize the records of library and enable library management system for automated book issuing and record keeping system. The Library Management system needs to be integrated with the Learning Management System .

4.2.3. Smart School Administration Solutions

This refers to the powerful integrated Management strategies, tools and mechanisms , to provide diversified ways to monitor and control the data , security ,administration and outreach of school.

Sr.	Component	Requirements
1	CCTV cameras	For enhancing the school surveillance.
3	Wi-Fi Hotspot	Wi-Fi facility available at identified locations primarily to be used by teaching/management/administration staff. Finalize exact locations for the Access Points in the campus in consultation with the management.
4	Coordination for all classrooms	Maintaining the connectivity of all sections of all classes on a single Local Area Network
5	Wireless LAN Connectivity	Design the Wireless LAN connectivity requirements at locations
6	Camera (for classes connected to Central Studio)	The Camera should be able to capture the head count of students attending the class, to derive the attendance of the classroom which should be stored in the School Management System.

The CCTV camera feeds would be stored in the local server for 15 days and thereafter archived to the Cloud database.

- **Wi-Fi and Internet Infrastructure**

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At each School, a minimum Internet / Wi-Fi capability of at least the speed required to work with their solution effectively (minimum 4 Mbps) should be provided. This should be expandable to at least 16 Mbps upon request and payment by the Client / School.

The IA will also be required to ensure that the solution should work across various Internet System Integrators (ISP's) and that the provision of connectivity by them alone is not a hindrance to the smooth operation of the contract.

The equipment / network proposed and integrated / built by the IA should be able to handle a minimum of THREE (03) Networks / ISP's, without the need of any additional equipment or services. The IA will be required to ensure such integration, including configuration of network equipment to enable such connectivity in each of the school. The client / local sites may take such a decision based on their convenience.

The Bidders are required to assess the requirement of the internet speed that would be required for executing the assignment, including updating the content. The Bidder should finalise the access point distribution and exact locations of the access point at different campuses in consultation with the Department

4.2.4. Smart School Management System

Smart School Management System envisages on automating the entire day-to-day activities inside a school with minimal manual intervention with essential outcomes on decision support and report generation capabilities.

- **School Information System (Website/Dashboard)**

School Information System should provide a platform for displaying the information of school and thus helps in the branding and promotion of the School Identity. Multiple innovative ways could be adopted to publicize the School related activities, the Performance of School etc. The vendor needs to Develop and maintain website/web portal and Mobile app for browsing content by registered users.

There will be scope of further expansion of additional components as and when required.

The indicative components of a School Information System are represented below:-

Sr.	Features
1	Emergency contact facility available
2	Information regarding the School and the Management Structure
3	Information regarding the existing and new schemes
6	Highlight of all Fee Concession and other Educational Policies
7	Display of Timetable, Examination, Classes, Results and other important notifications.

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8	Possibility of Integration with the required modules of Learning Management and School Management System.
9	Allow effective communication with parents.

• **School Management Platform for Decision Support and Reporting Systems**

School Management Software will be a user-friendly platform with well-developed modules to help in automation and standardization of processes in a school. The Software will have to be made available in both modes- Online as well as Offline. It should help in managing the key school operations and thereby enable capturing the school, teacher, student, academic, non-academic, scheme, and other administrative data in a format that aids better decision support and effective school governance.

The aggregated student, teacher and school data including the underlying linkages will form the basis for delivery of multitude of services to the stakeholders that include identification of students in need of remedial education, focused and customized teacher training and better governance of school.

The School Management system should provide role based access to the various stakeholders across the hierarchy (students, teachers, school management, and school administrators) for their functioning.

Some of the identified processes to be automated are given below:-

- Student Admission Management
- Examination/Score Management
- Time Table Management
- Security/Surveillance/Visitor Management System(VMS)
- Course/Syllabus/Batch Management (to be integrated with Learning Management System)
- Additional Features such as news and events, school calendar, profile search, messages, internal mail, etc.

4.2.5. Design, Development, Customization of Multi-Media Content for Subjects for Learning Management System

The learning content shall be exhaustive with respect to Madhya Pradesh state board/NCERT curriculum, whichever required. The Learning Content should be available offline as well as online through Learning Management System for access to students and teachers.

The learning content which shall be categorized in the database on class and subject basis should cover at least the following subjects:

Class	Subjects	Language of Content
VI to X	English, Hindi, Science, Mathematics, Computer, Sanskrit and Social Sciences	Hindi and English
XI and XII	English, Physics, Chemistry, Biology, Mathematics, Commerce, Arts, Economics and Hindi	Hindi and English

- 1) The Bidder shall procure and install all the content for smart education based on MP State board, NCERT for Std. VI to Std. XII of all subjects.
- 2) Implementation Agency thus working under this RFP will have to create 2D/3D content for learning based on syllabus prescribed under MP Board, NCERT or any other relevant syllabus prescribed by Education Department through Bhopal Smart City Development Corporation Limited (BSCDCL).
- 3) Implementation Agency (IA) will be responsible for subject-wise 2D/3D content creation based on **syllabus prescribed by MP Board for classes VI to XII**. Further integration of syllabus with any other board and upgradation within MP Board will be responsibility of the Implementation Agency/ Selected IA under this project.
- 4) The Bidder shall provide Computer Educational Software, Spoken English educational software, cybercrime and Internet educational software.
- 5) All software and content updates will be done periodically. For this purpose the system should be online and connected to the central system. The whole system is recommended to work on a SaaS (Software as a Service model), where education content is available on the local computer and content updation is done online in real time.

4.2.6. Learning Management System

Set up a Learning Management Solution with storage at the local server at each school and synchronization, automatic data backup on cloud data centers to provide state-of-art features for in-class as well as distance learning.

- **Learning Management Software**

E-Learning Software/Platform/Learning Management System has to be installed in Central Cloud and has to be integrated with each classroom of the school. It should be available online as well as offline. Learning Management System has to be scalable, flexible & robust. This system should offer set of tools to reduce effort dedicated to infrastructure and course management.

E-Learning Software and Learning Management suite should be aimed to change the way conventional way of learning and teaching. This system has to bring in related social web technologies and integrate them into E-Learning platform.

- **Scalability** - The Platform must offer options for on-premises and cloud deployments. The Platform's database must scale to accommodate any number of simultaneous user connections.
- Learning management system should have integrated **Video Lecture Capture and Delivery (VLC)** providing required modules used to deliver digital learning. The recorded lectures should form an exhaustive repository of all the information related to a specific course. It should enable students to make quick revisions, compensate for missed lectures. Following tools covering major categories should form a part of it:

- 1) Collaboration Tools: Group Work, Community Networking, Wiki
- 2) Communication Tools: Discussion Forum, Online Notes, Real-time Chat, File Exchange
- 3) Content Development Tools (this would essentially be a part of Implementation Agency): 2D & 3D Content Creation, Syllabus & Course Management, Updating Syllabus & Timetable as and when needed, Assignments and Test management
- 4) Productivity Tools: Grades, Progress, Analysis of growth in student performance

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- Learning Management System should have facility to upload course content in the form of video, presentations, pictures, pdf, spreadsheets and any other type of documents.
- Software should have facility where students can be assigned to the course and be provided with login credentials to revise the course material as well as take examinations.

4.2.7. Setup one Central Studio in each City embedded with City Level Control system

- One Studio at city level will be set up for coordinated and comprehensive learning. This will be in one of the Government Schools.
- The Central studio of each city should be able to connect with all the Schools of the City. The Studio of each city should provide inter-city connectivity in order to connect to the schools of these cities.
- Install/replace the hardware and activate the software to run the lectures in classrooms and VTC sessions in existing Classrooms of 27 Schools in three cities. Install the administering software to run VTC sessions on existing hardware in these schools.
- Any of the interconnected classes of the Virtual Training session apart from the Central Studio, should be able to become a master class and deliver live and recorded lecture to the other connected slave classrooms.
- Supply, install, commission IT Network to these 5 Schools. (list of equipment mentioned in **Financial Bid**)
- Infrastructure in each school should enable to students view the online synchronous training content, faculty video and hear the faculty voice. For smooth running of Virtual Training Classrooms from Central Studio, voice facility has to be two way.
- Provide comprehensive maintenance of the equipment(s) as well as connectivity for the duration of 5 years from the date of commissioning of the overall system.

4.2.8. Provision of Networking Infrastructure for 27 schools to connect within, with Central Studio and

with Central Command and Control Centre of Smart City

- Coordination for all classrooms (all sections of all classes) connected on a single Local Area Network
- Assess the IT connectivity of all schools and provide connectivity to all 27 schools to run digital classrooms, online training sessions, learning management system, school management system and library management system in these 27 municipal schools with improved performance. There should be no lag between video and voice for optimal learning experience.
- Integrate the central studio and ICCC with these 27 schools, including upgradation / replacement of servers and providing redundancy.

4.2.9. Design, Supply, Installation and Commissioning of Bandwidth required for operations in the Schools of each City

1. IA will provide internet connectivity at each of the Schools.
2. IA shall ensure that bandwidth utilization should not cross 70% at any point of time. During the operations if bandwidth utilization reaches 70%, IA will require to increase the Bandwidth without any additional cost to the City.
3. In case the Telecommunication guidelines of Government of India require the purchaser to place Purchase Order to the Service Provider for bandwidth, City SPV shall do so. However, IA shall sign a contract with Telecom Service Provider(s) and ensure the performance. Each city based on pay per use shall make payments to the Service Provider directly.
4. IA shall also co-ordinate regarding Network / Bandwidth connectivity in order to prepare the installation plan and detailed design / architectural design documents.
5. As per TRAI guidelines, resale of bandwidth connectivity is not allowed. In such a case tripartite agreement should be formed between designated authority, selected Bidder and Internet Service Provider(s). Such tripartite agreement entered for provision of bandwidth services will form an integral part of the Contract. A draft of the tripartite agreement is attached as an Annexure.
6. The plan and design documents thus developed shall be submitted by IA for written approval by the designated authority.
7. After obtaining the approval from the designated authority, IA shall commence the installation.

4.2.10. Hosting of the Common Smart School Application for Bhopal, Sagar, Satna

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IA would be required to host the solution on the ICCCL Cloud or using the services provided by any other Cloud Service Provider. Cost of cloud hosting to be included in the financial bid of the bidder. The Bidder should ensure adherence to MeitY guidelines for data hosting, IT guidelines compliance for DC within India.

Data Centre / Data Recovery Centre

This will be cloud based Data Center/ Data Recovery Centre (with 50% capacity of the Complete Common Application for three cities)

4.2.11. Capacity Building and Training

Building the Capacity of the Teachers in a comprehensive manner to enable them to use, operate, train other teachers and teach students.

• Objectives of Training

- The trainee becomes capable of using computer for normal operation & installing, operating & using the software.
- The trainee understands the manner in which the topic is dealt with the answer questions/queries from students on the topics.
- The trainee should be able to make his/her own lesson plans using the Learning Management software and using the Internet facility available in the school.
- The training should be hands on with the help of computers and software (educational) developed.
- The Training should include presentation/discussion on the topics by subject experts also.
- A teachers' manual should be made available to all the trainees.
- Expected set of questions/answers should be provided at the end of the training

• Training Delivery

The training shall be conducted at the Office of BSCDCL/City SPV office/ School and duration of training is as follows:

1. Induction Training :

First time induction training should be provided to all teachers/selected teachers in the school.

- Total number of training days- 3 @ Minimum of 6 hours training per day.

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- The training must cover –
 - a) Introduction Session
 - b) Computer Overview (Parts of PCs/ digital devices/ etc.)
 - c) Operating Systems Office Suit.
 - d) Internet/ Email/browsing etc.
 - e) Classroom learning and teaching tools- Projectors/collaborating networking etc., Use of ICT materials in teaching and learning.
 - f) Assessment and Feedback.

2. Refresher Training :

Refresher Training in use of ICT in teaching should be provided to all teachers/selected teachers in the school.

- Total number of training days- 12 @ Minimum of 6 hours training per day.
- The training must cover –
 - a) Working with multimedia
 - b) Making and Editing movies, pictures, images. Etc.
 - c) Overview of web applications
 - d) Internet and e communications
 - e) Computer technology and security
 - f) Search optimization(search engines and how to take out relevant content)
 - g) Classroom learning and teaching tools.
 - h) Overview of personalized learning.
 - i) Assessment and evaluation.
 - j) Use of Learning Management System and related Application
 - k) Use of Library Management System to the related staff.

Note: Above topics may change during the project period as per requirement and any guideline received from Central or State government.

• Training Module

The agency will have to get their training module ratified by the Technical Advisory Panel of the BSCDCL or agency authorized by BSCDCL.

- a) At least **30 teachers** from the school needs to be trained.
- b) Each training program will have maximum **15 persons**.

BSCDCL/City SPV through District Education Officer will provide training space for the training of teachers.

4.2.12. Manpower Requirements

Implementation Agency will have to provide the following personnel to develop and

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manage the project on a full time basis:

1. **School Coordinator (8 Nos):** The bidder has to appoint School Coordinator from the starting of the project operations for Implementation and O&M period, for co-ordination and implementation of the project and to provide periodic feedback and reporting to the **Bhopal Smart City Development Corporation Limited** and other City SPV. The Bidder has to ensure that one resource is available during the complete working hours at Central Studio Control Room who would be responsible to align the lectures and help the teachers in creating/customizing contents as per requirements. The contact details of the resource should be available with the teachers and he should act as a single Point of Contact for all the teachers.

Education qualifications:

- Graduate in any discipline (MBA preferred)
- Minimum 10 years project management experience (5 years in handling implementation projects related to Educational Solutions)
- Experience in working for IT sector.

Roles and responsibilities:

- In charge of the complete project management from the bidder
- To ensure smooth implementation of the project
- Monitoring of the performance of School Instructors.
- Infrastructure maintenance.
- Interacting with the IT Support Staff for resolution of any issues.
- Vendor Management to ensure the Machines are have high uptime
- To get the desired data, reports on time always and to send monthly report to the education department
- To close all High Priority Issues within 7 days by co-coordinating with IT Support Staff and Vendor
- To schedule Faculty Induction, Technical Trainings and a Capacity Building session for parents as per requirement.
- Send Monthly reports to BSCDCL office & education department and participate in the monthly review
- Principal interface from the vendor with the BSCDCL/City SPV and District Education Department throughout the project period
- To ensure the contractual obligations are met as per agreement
- MIS requirements from the stakeholders (BSCDCL/City SPV, education department and line departments) are met
- Training students, teachers and if required, parents on IT skills as per the school syllabus and time table.
- Interaction with the **Bhopal Smart City Development Corporation Limited** and other City SPV and line departments on a regular basis to update the progress of the project and attend required review meetings as described in Service Agreement.

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- 2. IT Support Staff (11 Nos) :**IT support staff as provided in the Financial Bid for the entire project cycle will have to be deployed for smooth implementation, operation and management of the project. IT support staff will ensure the successful implementation and operations of the project.

Detailed roles & responsibilities are as below:

Education Qualification

- Graduate in any discipline
- MCA / BCA / BSc. IT/ PGDCA or 1 year Diploma or equivalent in Computers from any recognized/reputed institution.
- Any course in education (B.Ed or D.Ed) from a reputed Institute will be preferred and will attract additional marks
- Minimum 3 years' experience (hardware repairing experience preferred)
- Well versed in basic computer operations

Prime Roles & Responsibilities

- To support school Coordinator and school/ education department staff in all the IT related issues and matters.
- Will be responsible for upkeep and operational efficiency of the Smart School project.
- To keep all the hardware and software in operational condition, on the spot training and hand holding of the teachers to enable the teachers to use the computers for computer teaching & also using educational e-content for Computer Aided Learning.
- Training students, teachers and if required, parents on IT skills as per the school syllabus and time table.
- To keep all the hardware and software in operational condition, on the spot training and hand holding of the teachers to enable the teachers to use the computers for computer teaching & also using educational e-content for Computer Aided Learning

Important Note:

1. Incident reporting system should be provided to IA's IT Support Staff/Help Desk Team to record each incident and remedial action. All necessary software licenses for help desk shall be procured by IA.
2. IA shall set up all necessary channels for reporting issues to help desk.

4.2.13. Management, Maintenance and Updating of Hardware, Software and Content

Background

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

- Maintenance of the hardware and Software procured and installed as part of the project.
- Provide the Technical Support and training and hand holding for the smart class room systems.
- Resolution of any bugs & issues including bug fixing, improvements in presentation and/or functionality and others within a duration mentioned in SLAs.

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

Tasks	Details
Operations & Maintenance	<ul style="list-style-type: none"> • Support to be provided for a period of 3Years after Go Live of the entire solution. • Design of an appropriate System Administration policy with precise definition of duties and adequate • Deploying a detailed security policy for the solution implementation & maintenance in adherence to policies and procedures as laid by ISO, PCI, CERT-IN, and GoI and provide automated compliance reports without minimal manual intervention. A summary of all security incidents should be made available on a weekly basis. • Maintain system audit logs on the system on periodic basis
User support	<ul style="list-style-type: none"> • Assistance through Telephone • Assistance through E-mail • Assistance through online help/Chat • Assistance through direct visit.
Application Software Enhancements (Post Implementation Services)	<ul style="list-style-type: none"> • Resolving issues including bug fixing, improvements in presentation and/or functionality

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	<ul style="list-style-type: none"> • Provide the latest updates, patches / fixes, version upgrades relevant for the software components. • Software version management and software documentation management reflecting features and functionality of the solution. •
Infrastructure Management	<ul style="list-style-type: none"> • Overall management and administration of infrastructure solution including security components, storage solution, Networking equipment etc. • Performance tuning of the system as may be needed to enhance system's performance and comply with SLA requirements on a continuous basis. • Security management including monitoring security and intrusions into the system to maintain the service levels as per SLA defined. Adherence to the Security Policy . • Monitor and track server performance and take corrective actions to optimize the performance on a weekly basis. • Escalation and co-ordination with other vendors for problem resolution wherever required within stipulated time as mentioned in SLA.

The major deliverables of the project during the O&M phase at the minimum would be :-

1. Reporting formats for Operational Management
2. Periodic (Daily / Weekly / Monthly) summary of all Management Services provided.
3. Ad-hoc inspection reports.
4. Manual containing the solutions to the frequently encountered problems, compiled with the assistance of Facility Management Personnel
5. Comprehensive maintenance and support for the entire IT infrastructure

4.2.14. Warranty

1. IA shall provide comprehensive and on-site warranty for 5 years from the date of Go-Live for the infrastructure deployed on the project. IA need to have OEM support for these components and documentation in this regard need to be BSCDCL

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on annual basis.

2. IA shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design and quality all IT and Non-IT equipments covered by the RFP. IA must warrant all hardware, equipment, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.

4.2.15. Subcontracting

IA is not allowed to subcontract Core Education/IT work. Sub-contracting is allowed for onboarding vendors like Cloud Service Provider (CSP), ISP and for non-ICT or civil work (if any) and procurement /Installation of IT Components

5. Section V: Project Timelines and Payment Schedule

5.1. Project Timelines

For implementation purposes, we are dividing the project into 3 phases (Phase 1 ,2,3) –

Phase 1: 90 days

1. Design/Development of Platform for School Management System , Library Management System and Learning Management System,

Phase 2: 7 Months

1. Installation of IT/Non-IT Hardware for the Entire Smart School Setup in three cities.
2. Implementation of the Common Application Platform Developed in Phase 1, across all the schools in three cities.
3. Training of Teachers, Students, Staff & Parents.

Phase 3: Operation, Maintenance and Monitoring: 3 Years

Phase 1 & 2 forms the **Development Phase** and Phase 3 forms the **Operations & Maintenance Phase**.

Phase	Timelines
Phase 1: 1. Design/Development of Platform of Platform for School Management System , Library Management System and Learning	Has to be completed within 90 days from issue of Letter of Award (LoA)

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Management System	
Phase 2: 2. Implementation of the Common Application Platform Developed in Phase 1, across all the schools in three cities	To be completed within 7 months from issue of LoA
Phase 3: Operation, Maintenance and Monitoring	Has to start from date of Go-Live of Phase-2 and will go on for 3 years

“T” denotes the date of Letter of Award. “P1” denotes the date of Go-Live of Phase I and “P2” denotes the date of Go-Live of Phase II.

SNo	Activities	Deliverables#	Timeline
1	<ul style="list-style-type: none"> Project Planning and Implementation Documentation 	<ul style="list-style-type: none"> Site Survey Report Inception Report Project Plan Risk Management and Mitigation Plan Submission of High Level Design Document 	T + 30 days
2	<ul style="list-style-type: none"> Completion of Phase I Partial Acceptance Testing (PAT) Go Live of Phase I activities 	<ul style="list-style-type: none"> Submission of Low Level Design Document Phase Completion report signed by Inspection team. Functional Test Plans . 	T + 90 days (P1)
3	<ul style="list-style-type: none"> Start of Phase II . User Acceptance Testing (UAT) - For each school (UAT will be required to be performed separately for each school, based on its scope of work) . School Go Live of all components of the solution envisaged under 	<ul style="list-style-type: none"> IT and Non-IT Infrastructure Installation Report. Warranty Certificates for the Item Supplied Application Deployment and Configuration Report Training Completion Report UAT Report for each school Go-Live Report for each school 	T+ 7 Months

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	this project, for each school.		
4	<ul style="list-style-type: none"> Completion of Phase II Operations and Monitoring phase Final Go-Live (for the complete setup as per scope envisaged under this project) 	<ul style="list-style-type: none"> UAT Completion report. Final Go-Live of the complete system 	P2
5	<ul style="list-style-type: none"> End of Phase III Operations 	<p>Monthly progress report containing:</p> <ul style="list-style-type: none"> Key activities of the month Schedule of the next month SLA report Risk Dashboard Issues (if any) 	P2 + 3 years

5.2. Payment Schedule

Payments shall be made to the IA as per the following Schedule:

Payment Schedule CAPEX (excluding common components) and OPEX		
#	Milestone Description	% payment
1	<ul style="list-style-type: none"> Submission of all the Project Planning and Implementation Documentation as specified in RFP 	10% of CAPEX cost of the Project Value
2	<ul style="list-style-type: none"> Delivery and Receipt of IT and non-IT equipment's at site and after Verification of such items by BSCDCL/BSCDCL authorized agency. 	20% of CAPEX cost of the Project Value
3	<ul style="list-style-type: none"> Installation of all IT and non-IT equipment's in the School. 	20% of CAPEX cost of the Project Value

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4	<ul style="list-style-type: none"> • Completion of Phase II • Completion of User Acceptance Testing 	30% of CAPEX cost of the Project Value
5	<ul style="list-style-type: none"> • Payments subject to satisfactory performance during Phase III 	OPEX cost of the Project Value and the remaining 20% of the CAPEX Cost to be distributed in quarterly payments for three years.

Following points explains the category of payment and the paying authority :-

1. Payments to IA will be done quarterly based on the activities completed in the particular quarter.
2. No Pro-rata payment will be done, payment for only activities completed will be done in the particular quarter at the end of each quarter.
3. The following steps will be followed:
 - a. IA will create separate quarterly invoice for City SPV work by 5th of the following quarter
 - b. IA will submit invoice to respective city along with monthly progress report and proof of the work delivered
 - c. City SPV or its authorized personnel will approve / reject the invoice based on the performance of the IA for the previous quarter
 - d. After approvals from all the City SPV, IA will receive payment for city specific components from CITY SPV only.
 - e. City SPV or its authorized personal will review the submitted invoices and Reports
 - f. After all approvals, claims will be processed and payment will be made to IA
 - g. For Common components CAPEX (required for initial setup) part similar steps will be followed by BSCDCL.
4. One time cost for common components like Digital Content Development, Application development of components such as School Management System, Learning Management System, Digital Library, Cloud Hosting at the Completion of Phase I ,Successful Completion of Partial Acceptance Testing and sign off from the BSCDCL Authority. This component will be paid directly by BSCDCL only. This will be paid in two portions:-
 - a. IA will be paid 50% on the submission of all the relevant documentations as mentioned in RFP.
 - b. IA will be paid 50%, once the Common Application Platform is ready for

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use by the schools of three cities, along with test reports and Go-Live of Common Application Platform.

5. Infrastructure Component cost for each city shall include all ICT Component and Non ICT Components which are required for the establishment of Digital Classroom, Digital Labs/Science Labs, Digital Library, and Central Studio at each City. ICT Components like Hardware, Software licenses & support, Bandwidth Procurement and Non ICT Components like all the expenses incurred for the civil work like Networking, electric fittings etc., and all related Non ICT Components like furniture, networking, etc for the Central Studio . This component will be paid by City SPV only. This will be paid in accordance with the payment milestone described in this section.
6. OPEX (Operation & Maintenance Cost) shall include of manpower, training, and required maintenance of School setup (both ICT & non-ICT Components). OPEX cost shall also include cost of cloud storage services. This component will be paid by City SPV to IA.
7. IA will be paid Operation & Maintenance Cost during O&M Phase for 3 years on quarterly basis after submission and approval of the relevant reports and documents for a particular city.
8. Bandwidth consumption will also be part of the OPEX, and are to be defined separately for each city. This component of the payment will be directly paid by the City SPV to ISP. As resale of bandwidth is not allowed. But separate invoice for the same has to be submitted on quarterly basis.

6. Section VI- Functional and Technical Specifications

6.1. Functional Specifications

1. SCHOOL SURVEILLANCE

The School will have CCTV Cameras placed at certain locations of the School and Video Walls at Principal's Room for monitoring and control. Surveillance points for the CCTV Cameras needs to be identified as per the locations prescribed by principal (entry/exit points, classrooms , assembly areas ,corridors, playgrounds ,labs etc). Online Feeds to be captured, maintained and integrated with the School Management System platform.

2. SCHOOL MANAGEMENT SYSTEM	
Modules	Features
User Management	<ul style="list-style-type: none"> • User authentication for different users – students/teachers/other staff (User ID & Password, and OTP over Mobile & E-Mail) • Manage student categories • Unique ID for all users • Customizable as per school standards • View/Edit users password and privileges
Student Admission	<ul style="list-style-type: none"> • Online customizable admission form • Manage all students from admission to exit • Different Report generation facility
Examination	<ul style="list-style-type: none"> • Online/Offline Examinations in School Software • Create different types of exams based on grades, marks etc. • Group exams if required • Report card generation facility would be available to teachers, parents/guardian. Growth and improvement analytics of each student, each class and each school will be generated for decision making. Statistical and Graphical view of all reports • Automated, quick and on-demand report generation • Statistical and chart reports, a better analytical view

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	<ul style="list-style-type: none"> • GPA, CCE and CWA Evaluation methods
Time Table	<ul style="list-style-type: none"> • Timetable Management in School Software • Drag and drop timetable creation design • System Alerts on subject limits per week stats • System Alerts on teachers subject limits while creating timetable • Timetable creation in advance • Edit/Delete timetable facility available
Courses/Syllabus and Batches	<ul style="list-style-type: none"> • Managing courses/Syllabus and batches • Previous education details can be recorded • This module should be integrated with the Learning Management System for synchronization
News Management (Media/Schemes/Scholarships /Events/Workshops)	<ul style="list-style-type: none"> • Prior information can be informed about school events, news and holidays • Manage News in School Software • Create/edit/delete news • Search for any news using search bar • View all news facility also available • Add News using rich text format • Edit/Delete news • Published news has the facility to comment also • Delete comment facility also available

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SMS/Messaging/System Alerts	<ul style="list-style-type: none">• Activate SMS module• Set SMS configuration for alerts to be sent to specific contact numbers for respective actions• Send SMS to single or group users or to all• Periodical Messaging System to parents and other identified stakeholders regarding attendance and results• Inbuilt messaging system• Easy and quick way to send messages to any user in the system• To send list of messages through Student Information Management System to the guardians of the learner-<ul style="list-style-type: none">o Holiday Messageso PTM Messageso Daily Homework Messageso Examination Schedule Messageo Messages of Exam Result Declarationo Fee Notification Messageso Winter/Summer Vacation Messageso Students presence/absence Messageso Students performance Messageso Emergency Holiday Announcement Messageso Wishing Messages on any Festival
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	<p>or another occasion</p> <p>o Messages for different events like Annual Function, Tour/Picnic, Sports Day, etc.</p>
Security/Surveillance/Visitor Management System	<ul style="list-style-type: none"> • CCTV Integration • CCTV Camera Feeds to be captured in the repository. • Record in and out entry of visitors, contract workers, vehicles material • Authorize every entry • Gives a Pop-up and alerts on client PCs for Visitor authorization • It allows Hold or Reject a visitor

3. Learning Management System

Sr.	Functional Feature / Requirement
1	<p>User Registration: Educational Platform must allow Teachers/Students to register to use the e-Learning contents for a particular class/course/lesson.</p>
2	<p>Administration: The Educational Platform must allow administrator to manage user registrations and profiles, define digital content access, and manage content, view reports in an offline environment</p>
3	<p>Cloud based digital contents: The Educational Platform will play the digital contents residing online on a server. It would require a high speed internet connection for streaming educational digital contents using this Educational Platform. The user of the Educational Platform must have the required privileges to access the contents.</p>
4	<p>Planning & Tracking Academic Progress: Planning and tracking of academic progress should be automatic and enabled for the roles of Students / Teachers</p>
5	<p>Performance Tracking: Tracking of the scores for a Class or an individual on the basis of the tests& quiz</p>

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	attempted must be possible.
6	Content Upload: Teachers must have the access to upload contents as per the academics and link it to the available academic structure. The upload of contents must allow saving of uploaded contents locally or on an internet drive.
7	Question Bank: The Educational Platform should have interactive MCQ/Fill in the blanks/ Drag and Drop etc. type questions for the available academic structure.
8	Teacher can create Question Bank: Teacher should be able to add additional questions to the available academic structure and contribute towards creation of Question Bank. It must seamlessly integrate the classroom forum for empowering teachers to create classes, distribute assignments, send feedback, and see everything in one place. Paperless. Easy.
9	The Educational Platform must be integrated with free internet drive for uploading and storing contents created by teachers.
10	Online Video portal Integration: The Educational Platform should allow teachers to add reference links for supplementary access to more contents. These added video links must be placed as per the available academic structure and played from within the Educational Platform and stored for anytime access
11	Lesson Planning: The Educational Platform should have notes feature to do Lesson Planning and execution for a specific sub topic within a topic/chapter.
12	Support blended learning: The Educational Platform should offer a curriculum that mixes classroom and online digital contents easily. The Educational Platform should be able to handle audio and video contents.
13	Content integration features: Apart from supporting the vendor's own digital contents, the Educational Platform should provide native support to a wide range of third-party contents also.
14	Dynamic Dashboard: The Educational Platform should have a dynamic dashboard to represent the progress of the learning process and give a bird's eye view for time spent, quiz available, modules available and progress.
15	Platform Updates: The Educational Platform should have facility to update Online for patches and updates.

4. LIBRARY MANAGEMENT SYSTEM

Essential Features to be included:

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- Keep record of different categories like; Books, Journals, Newspapers, Magazines, etc.
- Classify the books subject wise.
- Define a way to enter new books.
- Keep record of complete information of a book like; Book name, Author name, Publisher's name, Date/ Year of publication, Cost of the book, Book purchasing date/ Bill no.
- Define a way to make a check-out.
- Define a way to make a check-in
- Automatic fine calculation for late returns.
- Different criteria for searching a book.
- Different kind of reports like; total no. of books, no. of issued books, no. of journals, etc.
- Define a way to know how many books are issued to a particular student.
- Define a way to know the status of a book.
- Event calendar for librarian to remember their dates.
- My Notes section for librarian to write any note.
- Online access for registered user to see the status of their books.
- Completely cloud based Library Management System.

6.2. Technical specifications

Note: Requirements and Specifications prescribed in this RFP are minimum and tentative. Bidders may propose better and technologically more evolved specifications in there technical bids.

6.2.1. Smart Classroom/Labs/Library Infrastructure Specifications

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1. Smart Classroom Computing Solution

a. ASSEMBLED SOLUTION SPECIFICATION

All the below mentioned Solutions should be connected to each other

*Minimum specs

Assembled Solution	
1. Teacher Device (Laptop) in Classrooms/Library/Lab	
Processor	Intel Core i5 7th Gen or higher
RAM	8GB DDR3 or higher
Storage	1TB HDD or higher
Multimedia Player	DVD player facility
USB Ports	4 USB Ports or more
connectivity	1xGbps LAN
Features	VGA/HDMI connectivity ,WiFi Enabled. Integrated Bluetooth, Audio Out, Mic In
Operating System	pre-loaded with windows 10 or higher OS Professional version
2. PROJECTOR SYSTEM (SHORT THROW with INTERACTIVE PROJECTOR)	
Projection System	DLP
Native Resolution	800X600 or higher
Brightness	3000 AL or higher
Contrast Ratio	3000:1 or higher
Image Size	60~300 "
Lamp Life(Normal/Economic Mode)	5000 or higher (STD mode) & 4000 or higher (Bright Mode)
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,HDMI Input enabled, Wall Mounting Kit
3. INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With	

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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.*

** For Interactive Board*

OR

b. INTEGRATED SOLUTION SPECIFICATION

INTEGRATED COMPUTER CUM PROJECTOR with in-built screen interactivity	
Processor	Intel Core i5 7th gen or higher
RAM	8 GB DDR3 or higher
Storage	1TB HDD or higher
Multimedia Player	DVD player facility
USB Ports:	6 USB Ports
Connectivity	1xGbps LAN
Features	Wi-Fi Enabled, Integrated Bluetooth, Audio Out, Mic In
Operating System	Pre-loaded with windows 8.x or higher OS Professional version,
Contrast Ratio	3000:1 or higher
In-Built Capabilities	In-built Interactivity Feature upto 88" HDMI Input Enabled, Lamp life: 5000 or higher (STD mode) & 4000 or higher (Bright Mode)

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	Projector: 3000 ANSI Lumens short throw, Resolution: 800X600 or higher Image Size: 60~300 " diagonally Windows & Linux Supported Writing Software , Multi touch writing capabilities
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2. Smart Classroom /Labs IT Infrastructure

4. Audio System
30 Watt Speakers or better

5. Sine wave UPS with external batteries
VA Rating – 900 Technology- Sine wave No. of batteries supported (12V) - 1 Max Charging Current (in Amperes)- 17 Supported battery types - Flat, Tubular, VRLA (SMF) Protections -Deep Discharge, Overload, Short circuit

6. Learning Management Software
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- Support Custom Report generation
- Platform Independent
- Comply to ISO 27001
- Complete online access with multiple Log In for Admin/Teachers/Parents/Students
- Mobile version of the website (for principal and librarian to control and command)
- Responsive Content Management System integrated with respective school dashboard
- Unlimited SMS & E-mail provision
- Training including integration of customized requirements
- Customization of the manual format in the software
- Cloud based data security
- Automatic back-up in Cloud data centers
- 24X7 Support service with least response time

7. Student Device in IT Labs and Digital Library Cum Assessment Lab

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/1 TB 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.
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

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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
Make of PC	Dell/HP /Lenovo/HCL

8. Printer

Multi-Function printer

Function - Color Print, Color Copy, Color Scan, FAX; Print Speed - 50 ppm (a4 or more); Time to First print - 8 sec or less; Print Resolution - 600x600 dpi; Duplex Printing - Automatic; Copy Speed - 50 cpm (a4) or more; Scan Speed - 25 ipm or above; Scan Destination - SharePoint, Email, Folder, USB; Scanner Type - Legal Flatbed & legal ADF; Duplex Scanning - Automatic; ADF Capacity - 50 Sheets Duplex ADF; Duty cycle - 750000 pages or above; Recommended Monthly Print Volume - 5000 pages; Memory - 512 MB or above; Connectivity - USB 2.0, Ethernet 10/100, wireless; PCL Support - yes; Display - Color Touchscreen (8cm s or above); Paper Input Capacity - 500 Sheets; Bypass Tray Capacity - 50 Sheets; Power Consumption (Max) - 1000 Watts; Print Mobility - Mopria-certified and ability to print from Android, Apple devices and from Google Cloud Print

9. Metallic Cabinet/Podium/other arrangement

Metallic Cabinet/Podium/other Arrangement

Podium with lockable housing facility for the keep and safety of the laptop/UPS / /remote/stylus/Speaker/Interactive White Board/Integrated Compact Unit. The entire system shall be placed in a single cabinet with floor bearing and floor supported to keep it strong and stable. The cabinet shall be such that all hardware is placed in it with hidden speaker system, concealed wiring

10. PROVISION OF GREEN BOARD

With white interactive board, the bidder 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.

11. HD Digital Video Cameras (Classes Connected to Central Studio)

Bidder should provide HD PTZ video camera for professional video collaboration, Ideal for class rooms and training environments

HD 1080p video quality

H.264 UVC 1.5 with Scalable Video Coding (SVC)

Autofocus

Far-end camera control should be provided

Remote control to operate the camera by Teacher

Should provide Plug-and-play USB connectivity

Should provide Kensington security slot and necessary lock

12. Surveillance Using CCTV Cameras

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.
16 Channel and/or appropriate capacity DVR, as per school requirement based upon no. of classes in school	SIT&C of 16 Channel and/or appropriate capacity as per school requirement, HD/Hybrid/Tribid DVR Supporting to HD 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, 1 Network Port, 1 Audio in/Out, Two SATA Hard-Disk Supported (upto 8TB) Free DDNS Supported, Remote Viewing Client Software & Mobile viewing Software, 3G/Wi-Fi Supported, 2 Nos. USB Port etc. Complete as required.
LED Display Make of LED Display	SIT&C of 32" inch LED display including Stand etc. complete as required.

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	Samsung/Sony/Panasonic/LG/Philips
HDD	SIT&C of 2 TB Surveillance Hard Disk Drive etc. Complete as required.
Media Converter	Supplying and fixing of media converter etc. complete as required.
Cabling and Accessories	Providing & Fixing of cable and its accessories for CCTV cameras etc. complete as required.

• **SOFTWARE REQUIREMENTS**

Software's to be provided for enhanced Teaching and Learning experience as per the requirements mentioned in the RFP.

Learning Management System Software	
1	To enable smooth e-Learning operations as mentioned in the LMS section above and integrate it with proposed Central Command and Control Centre .
2	Integrate learning management system in two languages
School Management System Software	
1	Create school functioning/administration system mentioned in the School Management system section above and integrate it with proposed Central Command and Control Centre .
2	Create parents-school interaction dashboard and mobile app for notification to parents, class teachers, principal on periodical basis,
Library Management System Software	
1	Digitize the records of library and enable library management system for automated book issuing and record keeping system
2	Support purchasing of e-books based on syllabus and host them on learning management system.

Provision of Software with additional functionalities as given below _	
For Teachers	
1	Software to evaluate comprehension: Administer quizzes and tests in real-time
2	Software to manage student access of content and create course materials
For Students	
1	English Lab-To hear how to pronounce English words to build fluency

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2	Science Lab- To connect various sensors to conduct Science projects / experiments
3	To see 2D and 3D models to better visualize STEM concepts
4	To learn computational thinking and basic coding skills
5	To create multi-media projects and report
<i>For IT/Admin</i>	
1	Monitor activity & usage of devices
2	Deploy & update software for all devices
3	Enable appropriate security, firewall and anti-virus
4	Stop theft/loss of new devices
5	Collect PC inventory and registry editing

Note: The Bidder may also need to install MIS software/application to be provided by **Bhopal Smart City Development Corporation Limited** on all the systems to be supplied for the facility management, Infrastructure and asset management, monitoring of the IT education delivery etc. Bidder would also be required to send various reports using this application. Some of the MIS software/applications will be required to be pre-loaded in the equipment's.

6.2.2. Central Studio Setup

#	PARAMETER	MINIMUM SPECIFICATION
1	High end Interactive Conferencing Device	
	Video Standards	H. 263, H.264. H.265 H.264 in an Encrypted call should be possible H.264 should be possible when sending or receiving two Should support 30 fps & 60fps (frames per second) with 1080p resolution from day one live video
	Video Features	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be
	Video Output	Should have at least 3 nos. of HD (High Definition) output to connect Full High Definition display devices such as plasma and projectors for both Video and content. The unit must provide the flexibility to display video
	Video Input	Should have at least 3 HDMI inputs to connect multiple full HD cameras. Should have one HDMI / DVI (Digital Video Interface) input to connect PC / Laptop directly to the Video conferencing system and display resolutions from WXGA (1280 x 768) to 1080p (1920 x 1080)
	Audio standards supported	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD or equivalent standards must be supported. The solution proposed at Lecture delivery studios for video conferences should detect and track the presenters as they stand to present, and naturally move about in front of the room -- as if they were on
	Audio Inputs	Should support minimum 8 Microphone inputs either directly on the codec or through an external audio mixer.
	Network Interfaces	1 LAN / Ethernet - 10/100/1000 Mbps full duplex Should have support for IPV4 and IPV6
	Bandwidth	IP - at least 6 Mbps
	SIP Features	The endpoints must support SIP in addition to H323 protocol. Calls can be made on SIP or H323 without having to restart or reconfigure the endpoint. The endpoint must register with any standard SIP

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	Security	Password protected system menu ITU-T standards based Encryption of the video call, Call should be encrypted end-to-end on IP, Should support Standards-based: H.235 v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)
	Cameras	CMOS or better, 3 full HD 1080p cameras to be given from day one which need to be controlled by the same touch panel. Minimum of 10X Optical zoom 1920 x 1080 pixels progressive @ 60fps The Camera and codec should be from the same manufacturer. Should have at least 70 degrees field of view
2	TRIPOD	
	Load Capacity	15.43 lb static weight (7.0 kg) * to be compatible with item number 1 above
	Counter Balance Range	To be matching with item number 1 above
	Tilt Drag	Continuously adjustable from 0 to max level
	Tilt Range	80° to +90° tilt range front to back
	Tilt Lock	Yes
	Spring Loaded Counter	Yes
	Pan Drag	Continuously adjustable from 0 to max level
	Pan Range	360°
	Pan Lock	Yes
3	Video Switcher	
	Video Input	HD-SDI/SD-SDI BNC x 8 (IN 1 to 8), DVI-D x 1 (Mix of HD and SD)
	Video Output	4 x HD-SDI/SD-SDI BNC , DVI-D x 1
	Function	<ul style="list-style-type: none"> • Either Built-in multi-mode color LCD monitor display versatile menus, image monitor, waveform/vector scope or additional units to achieve the functionality to be provided along with the video switcher. • Featuring High-quality Chroma keying and versatile transitions, including DVE functions. • Video PIP with various
	MIX	HD and SD video
	Data Loss	Near Zero
	Switching	Real-time Seamless
4	Audio mixer	

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		<ul style="list-style-type: none"> • 16 channel Audio Mixer • 3-band channel EQ and high-pass • Smooth 60-millimeter faders & illuminated channel ON switches • AUX sends with master send controls for convenient Processing and monitoring. • Return level controls for the AUX and STEREO buses.
5	Microphone Cordless –Wearable	
	Channel	Single
	RF Protection	Should be Embedded
	Security	Minimum 128 bit encryption
	RF frequency range	1880 – 1900 MHz
	Switching bandwidth	50 – 14000 Hz
	Mobility range	150'
	Base Station	Auto pair with Mic
	Operating time	6 hours
	Usability	Mic and the Transmitter should be singled embedded
	Channel	Single
	RF Protection	Should be Embedded
6	Wired Mic with Table Mic Stand	
	Connectors	3-pin XLR-3
	Features	<ul style="list-style-type: none"> • Dynamic cardioid microphone • Clearly emphasizes voices on loud stages • Transparent high-end and warm but defined lower mids • Highly consistent directivity • High feedback rejection • Shock-mounted capsule • Hum compensating coil
7	Hard disk based HD Recorder	
	Video Connections	Inputs: 1x HD/SD-SDI
	Supported Input Resolutions	1080p(23.9, 24, 25, 29.9, 30), 1080i(50, 59.9, 60), 720p(50,
	Outputs	1x HD/SD-SDI, 1x HDMI
	Audio Connections Inputs	2x Balanced XLR
	Outputs	2x Balanced XLR
	Embedding	Stereo Audio embedded to HD/SD-SDI
	Recording Format	PCM 24-bits / 8-Channels / 48KHz Sampling Rate
	Loop Through	1x HD/SD-SDI
	Color Sampling	<ul style="list-style-type: none"> • HD (35-125Mbps): 4:2:2 • HD (10-25Mbps): 4:2:0 • SD (15-50Mbps): 4:2:2 • SD (8Mbps): 4:2:0

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	Hard Drive	300GB HDD
8	Audio Monitor	
	Speaker type	2-Way Bi-Amp powered studio monitor
	Frequency range	(-10dB), , 38Hz - 30kHz
	Components	LF, 8 cone, HF, 1 dome Crossover 2kHz
	Output power	120W (LF:75W,HF:45W)
	I/O connectors	XLR3-31 type (balanced)
	Cabinet material	MDF
9	Digital SD/HD-SDI video distribution	
	Input/output	1 input to 4 Output HD/SD SDI Distribution Amplifier (no scaling).
	Type	HD/SD SDI Connections
	Power	Low Power Consumption
	Casing	Metal Case
10	Audio Distribution Amplifier	
		<ul style="list-style-type: none"> • Balance Audio (XLR) for both In and OUT • Minimum 1 IN 3 OUT • Compatible to the above Audio Mixer
11	Multi-touch Interactive Panel	
	Size	20 – 25 inch HD Touch
	Features	<ul style="list-style-type: none"> • Professional levels of pen-pressure and pen-tilt <ul style="list-style-type: none"> ○ sensitivity that catch every detail • Use multi-touch gestures to pan, zoom, rotate and more <ul style="list-style-type: none"> ○ in supporting applications • Ergonomic stand adjusts to your preferred working <ul style="list-style-type: none"> ○ position • Express Keys and Touch Strips activate
12	Telephone Hybrid	
	Line Input	Balanced Female XLR
	Impedance	20k ohms
	Level	500 mV RMS (-4 dBu nom, +10 dBu max)
	Caller Out	Balanced Male XLR
	Impedance	200 ohms
	Level	500 mV RMS (-4 dBu nom, +10 dBu max)
	Misc	Front panel handset jacks
	Handset	biased for electret handset (not included)
	Phone Line Connector	RJ11C
Aux Phone Connector	RJ11C	
13	LED TV	

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	Resolution	Full HD 1920x1080
	HDMI Input	Yes
	LED TV With floor Stand	Dual Support Floor Stand for Stability with Mobility
	LED TV with Ceiling Mount	With facility of Height adjustment, rotation, tilt and pan
14	Talk Back System	
	Features	<ul style="list-style-type: none"> • Supports Up to 8 Belt backs & 8 Headsets, Inbuilt <ul style="list-style-type: none"> ○ speakers, volume control button, call button, talk button with 20 meter cable for connecting the base station with extension facility • Rackmount Design • 4 XLR Belt backs and 4 Headsets • All Call and Mute Controls
15	Streaming Server/Encoder and Decoder	
	Features	<ul style="list-style-type: none"> • Crystal clear audio and video broadcasting to the classroom. • Teacher Screen [Tablet PC screen] Broadcasting to the classroom. • Multiple classroom conference tools. Multiple classroom conferencing with the teacher and student. • Record the lectures in the teaching-end server along with the screen for re-telecast
	Workstation with Streaming Software as Multicast	<ul style="list-style-type: none"> • I/O Card with SDI IN/OUT and Analog Component /composite IN/OUT • Intel Core i7 5th Generation 3.4 GHz or higher • 8 GB DDR3 RAM, • Suitable PCI Express Display card with 1 GB RAM • 250 GB Hard Disk for Windows 7 Professional OS and 2 TB HDD for Data • 18" LED Display, Keyboard, Mouse DVD Writer, Cabinet and 600W SMPS • Streaming Multicast Software • Software Licenses
17	Furniture	
	Table	1 X no. 4 X 6 Modular Office Table (Desk with
	Executive Chairs 6 Nos.	6 Nos. with High Raise, Reclining, Ergonomics, Adjustable features
	Sofa 2 Nos	Reclining Single seater
	Storage	Reinforced Fire-Proof Cabinet with minimum 40 box file(s) storage capacity
	Material	Termite Resistant, Marine Plywood

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18	Studio with Acoustic Interior (Minimum 20' X 20' = 400 Sqft)	
	Interior	With Metal Tile Grid and with acoustic False Sealing . fixing of acoustic panels on the walls
	Carpet	Providing and Fixing Wall to wall
	Curtain	Providing and fixing Curtains with accessories
	Door Type and Size	Acoustic Doors of 4' X 7' with provisioning and fixing panel with vision panel for main door and control
	Window	Provisioning and fixing sound proof window hermitically sealed with Glass (Size 3' X 5')
	Air-Conditioning	AHUs with joined Ductwork to achieve 68 ° F with 4 degree variation
	Reverberation Time	As per AV Standards (RT60 has to be less than one second. (Certificate for RT60 to be
19	Power Backup –UPS 10 KVA.	
	Features	<ul style="list-style-type: none"> • Three Phase input, Three / Three Phase Output • High power backup. • Wide Input voltage range. 230 V-20%-15% • Output Voltage 220 V • Advanced PFC Technology. • Advanced Battery Management. • Automatic Battery charging in UPS off mode. • Short circuit and Overload Protection
	Type	• Online
	Backup duration	• 1 hour
	Battery Type	• Sealed Maintenance Free
21	Accessories	• Accessories like required convertors, cables, audio/video connectors, adopters etc.)
22	Installation + Integration +	• Installation + Integration + Training
23	Interactive Pen and Pad	
		<ul style="list-style-type: none"> • Technology Pressure : level of 1024 (Pen tip only) • Electromagnetic resonance : 100 lines/millimeter (2540 lpi) • Reading speed: 133 pps • Compatible with Open Source • Connectivity : USB
24	Air-Conditioning	
		1.5 Ton Split AC IDU Noise Level < 58 dB 22 – 27 ° C

AUDIO SYSTEM

Description	4.1 Digital Surround system (wall mounted)
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Make of Audio system	Sony/Phillips/i-ball or similar meets with above mentioned specification
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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.*

***For Interactive Board**

Audio Video Bridging Unit	
Feature Description	(Yes / No)
System Capacity	
Conferencing System should have minimum 200 ports at 1080p 30fps on IP in continuous presence mode with 30fps and H.264 resolution and AES encryption in a single chassis with out cascading.	
It should as well provide network flexibility for a reliable distributed architecture and cost-effective scalability for future requirements.	
Conferencing System should be deployed in High Availability and should be redundant (1:1)	
It should have internal inbuilt hot swappable redundant power supply.	
It should provide flexibility to the schools, where they can join the online fully two-way interactive live session using WebRTC compatible browser. This facility should be available from day one.	

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It should be possible for 50 classrooms to join with WebRTC compatible browser, where following features should be available over soft client from PC/Laptop.	
1080p, 720p & SD should be supported over WebRTC	
Users should be able to connect at 250kbps (lowest bandwidth) over video using WebRTC	
Support content sharing, desktop sharing & application sharing, XMPP registration	
Should support audio protocol OPUS and video protocol VP8 over WebRTC	
Should be able to add participants to the call through the WebRTC	
Video Call connected on browser, should be easily moved to the external VC endpoint	
Video Standards and Resolutions	
It should support H.263, H.264, WebRTC	
It should support 1080p 60fps, 30 fps, 720p 30 and 60 fps.	
Content Standards and Resolutions	
Content sharing should be possible at 1080p 30fps	
It should support H.239 and encryption in SIP & H.323 modes	
Audio Standards and Features	
It should support G.711, G.722, G.722.1	
It shall support aspect ratio of 16:9 and 4:3.	
It shall support a mix of resolutions in both Voice activated mode and Continuous Presence. Each endpoint shall receive at the maximum of its capacity without reducing the capacity of another.	
Dynamic CP layout adjustment (it will choose the best video layout according to the number of participants in the conference).	
It should support distributed architecture with intelligent and automatic call routing. It must support load balancing such that in case there are two instances, conference participants can get distributed across these two instances based on their locations and still join into the same conference.	
Network and security features	
It shall support AES encryption 128 bit or above for every participant without affecting any other feature, functionality or port count.	
Interoperability	
Bridging infrastructure should be standards based and should be compatible with other open standards H.264 AVC based solutions.	
General: OEM of the bridging Unit, Conferencing device, management, scheduling must be in leaders' quadrant of latest Gartner Magic Quadrant report for 3 consecutive years (2015, 2016, 2017)	
The tool should enable mobile users to be more productive and be engaged with the ability to participate in meetings using a variety of mobile devices such as smartphones, tablets, iphone	
The tool should have the capability for document, application, and desktop sharing	

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The tool should have the capability for annotation and collaboration tools	
The tool should have Personal Conferencing Number capabilities provide persistent host and attendee access codes for planned and ad-hoc audio-centric conferencing .	
The tool should provide High-quality video ; full-screen video; up to six simultaneous webcam video feeds and voice-activated switching	
The tool should have mobile functions such as chat, audio, call back over IP network or PSTN network, calendar, and ability to pass host privileges to others on call	
Personal Identification Number (PIN)-protected access into meetings from video endpoint	
Meeting lock/unlock for added privacy to prevent unintended participants from joining	
The tool should have minimum 10 different conference layouts.	

Recording Platform	
Feature Description	(Yes / No)
The recording solution must be standards based. The solution server should be from the same OEM.	
Application Features	
Records single point and multipoint conferences with full H.239 and BFCP content capture	
High definition (HD) support with 720p or better H.264 video	
API support for third party integrations	
H.323 or equivalent standards-based for use with third party conferencing systems	
Integrates with MCU for simple recording of multipoint video conferencing	
Audio / Video Support	
Live Video Resolutions: C(S)IF, 4CIF, SD, 720p HD or better	
Video Support: H.261/ H.263/H.263+/H.263++/ H.264	
Audio support: G.711 / G.722 /G.722.1 or better	
Recording	
Should support minimum 10 concurrent multi party HD720p video conferencing recording sessions with full video, audio and content.	
Records video at varying bit rates -128 Kbps to 2 Mbps	
System should support Multiple methods for recording – direct from a Room based endpoint, Desktop endpoints, MCU / bridge or from the admin user interface	
All of the Media Library should be exportable a CD/DVD	
Security	
AES media encryption	
TLS/SSL and HTTPS Support	
Should be "19" Rack mountable and Dual redundant power supply	
Management	

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A separated Web Interface for the Administration is required.	
The Administrator must be able to upgrade each server / appliance component using the WebUI	
The appliance has to be centralized configured and managed by the Management System	

6.3. IT Networking Requirements

Below mentioned are some of the identified required functionalities which can be expanded as per the network requirements :-

- Must support at least 5000 devices
- Intuitive Management Interface
- Windows and Web-based consoles, workspace views, dashboards to integrate School Management System, Learning Management System and Library Management System.
- Dynamic Device Discovery, SNMP, IP Address Range, SNMP Scan, file import, and hosts file, Full SNMP v1-3
- Functionality including security, WMI Monitoring Functionality
- Visual Network Mapping, Network topology, subnets, devices, applications, and systems
- Configurable Monitoring, Performance, passive, active, real-time, custom (scripted), monitoring templates, and bulk changes
- Predictive Alerts which are Customizable, up, down, and threshold (min/max), maintenance mode, device dependency, and escalation
- Instantaneous Notifications, SMS, email, alpha and numeric pagers, management

Below mentioned are some of the identified networking equipment to connect the 27 Smart Schools (inclusive of Classrooms, Labs, Library and Central Studio) which can be expanded as per the network requirements :-

- Routers
- Processors
- Switch
- Firewall
- Transreceiver
- Wireless Access Point

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- WLC Controller
- Network Monitoring Server (Network Monitoring Server to integrate the schools with Command and Control Center)

Core Switch - 1	
Generic Requirements	Compliance
Switch should be 1RU with minimum 24 no. of 10 Gig SFP+ ports and upgradable to additional 2 nos. of 40 Gig QSFP ports.	
Switch should have minimum 240 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 4 switches in a single stack.	
Switching system shall have minimum 640 Gbps of switching fabric and minimum 450 Mpps of forwarding rate.	
Switch should have hot swappable 1:1 redundant internal power supply.	
Power supply, fan modules and interface modules should be hot swappable.	
Switching system shall have minimum 32K MAC Addresses and 1K active Vlans.	
Switch should support minimum 2K ACLs, 4K Multicast and 8K Unicast Routes for IPv4 and IPv6.	
Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z.	
Should have static routing, OSPF, OSPFv3, BGP, HSRP for IPv6/VRRPv3, VRF (Virtual routing and forwarding), IGMP v1/v2/v3 and PIM multicast routing .	
Shall have 802.1p class of service, marking, classification, policing and shaping. Should support strict priority queuing.	
Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+ .	
Switch should support port security, DHCP snooping, Dynamic ARP inspection, IP Source guard, BPDU Guard, Spanning tree root guard.	
Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	
Should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment.	

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Switch shall support application visibility and traffic monitoring with minimum 24 K netFlow/sflow/jflow entries.	
Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
Switch / Switch's Operating System should be tested and certified for EAL 2/NDPP or above under Common Criteria Certification.	
Switch should be IPv6 Certified/IPv6 logo ready.	

Core Switch - Type 2	
Generic Requirements	Compliance
Switch should be 1RU with minimum 12 no. of 10 Gig SFP+ ports and upgradable to additional 4 nos. of 10 Gig SFP+ ports.	
Switch should have minimum 120 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 4 switches in a single stack.	
Switching system shall have minimum 320 Gbps of switching fabric and minimum 225 Mpps of forwarding rate.	
Switch should have hot swappable 1:1 redundant internal power supply.	
Power supply, fan modules and interface modules should be hot swappable.	
Switching system shall have minimum 32K MAC Addresses and 1K active Vlans.	
Switch should support minimum 2K ACLs, 4K Multicast and 8K Unicast Routes for IPv4 and IPv6.	
Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z.	
Should have static routing, OSPF, OSPFv3, BGP, HSRP for IPv6/VRRPv3, VRF (Virtual routing and forwarding), IGMP v1/v2/v3 and PIM multicast routing .	
Shall have 802.1p class of service, marking, classification, policing and shaping. Should support strict priority queuing.	
Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+ .	

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Switch should support port security, DHCP snooping, Dynamic ARP inspection, IP Source guard, BPDU Guard, Spanning tree root guard.	
Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	
Should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment.	
Switch shall support application visibility and traffic monitoring with minimum 24 K netFlow/sflow/jflow entries.	
Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
Switch / Switch's Operating System should be tested and certified for EAL 2/NDPP or above under Common Criteria Certification.	
Switch should be IPv6 Certified/IPv6 logo ready.	

Edge Switch - 24 Port (PoE)	Compliance
Generic Requirements	
Switch should be 1RU with minimum 24 nos. 10/100/1000 Base-T ports with PoE+ capability and minimum 370W of PoE Power and additional 2 nos. SFP+ uplinks ports.	
Switch should have slot/ports(excluding uplinks) for minimum 48 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 8 switch in stack.	
Switch should support external/internal power supply.	
Switch shall have minimum 88 Gbps of switching fabric and 65 Mpps of forwarding rate.	
Shall have minimum 12 K MAC Addresses and 250 active Vlans.	
Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z.	
Advanced L3 features like static IP routing, RIP, PIM, OSPF & PBR from day 1	
Shall have 802.1p class of service, marking, classification, policing and shaping. Should support strict priority queuing.	
Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+ .	

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Switch should support port security, DHCP snooping, Dynamic ARP inspection, IP Source guard, BPDU Guard, Spanning tree root guard.	
Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	
Should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment.	
Switch shall support application visibility and traffic monitoring with minimum 12 K netFlow/sflow/jflow entries.	
Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
Switch / Switch's Operating System should be tested and certified for EAL 2/NDPP or above under Common Criteria Certification.	
Switch should be IPv6 Certified/IPv6 logo ready.	
Edge Switch - 48 Port (PoE)	Compliance
Generic Requirements	
Switch should be 1RU with minimum 48 nos. 10/100/1000 Base-T ports with PoE+ capability and minimum 370W of PoE Power and additional 2 nos. SFP+ uplinks ports.	
Switch should have slot/ports(excluding uplinks) for minimum 48 Gbps of stacking bandwidth with dedicated stacking ports and cables with minimum 8 switch in stack.	
Switch should support external/internal power supply.	
Switch shall have minimum 136 Gbps of switching fabric and 101 Mpps of forwarding rate.	
Shall have minimum 12 K MAC Addresses and 250 active Vlans.	
Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab, 802.3z., 802.3az.	
Advanced L3 features like static IP routing, RIP, PIM, OSPF & PBR from day 1	
Shall have 802.1p class of service, marking, classification, policing and shaping. Should support strict priority queuing.	
Switch should support management features like SSHv2, SNMPv2c, SNMPv3, NTP, RADIUS and TACACS+ .	
Switch should support port security, DHCP snooping, Dynamic ARP inspection, IP Source guard, BPDU Guard, Spanning tree root guard.	

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Switch should support IPv6 Binding Integrity Guard, IPv6 Snooping, IPv6 RA Guard, IPv6 DHCP Guard, IPv6 Neighbor Discovery Inspection and IPv6 Source Guard.	
Should support 802.1x authentication and accounting, IPv4 and IPv6 ACLs and Dynamic VLAN assignment.	
Switch shall support application visibility and traffic monitoring with minimum 12 K netFlow/sflow/jflow entries.	
Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
Switch / Switch's Operating System should be tested and certified for EAL 2/NDPP or above under Common Criteria Certification.	
Switch should be IPv6 Certified/IPv6 logo ready.	

Access Point :

Wireless Access Point (Indoor)	Compliance
Generic Requirements	
Access Points proposed must include radios for 2.4 GHz and 5 GHz with 802.11ac Wave 2. Access Point must have controller functionality to control minimum 15 access points on same LAN.	
Must have a robust design for durability, without visible vents.	
Mounting kit should be standard from OEM directly.	
Must support 4x4 multiple-input multiple-output (MIMO) with four spatial streams	
Must support data rates Upto 450 Mbps on 802.11n and 1.3 Gbps on 802.11ac	
Must support up to 22dbm of transmit power in both 2.4Ghz and 5Ghz radios.	
Must have 2 nos. of 10/100/1000 Base-T (least one with PoE/PoE+ powering) port and one management console port.	
Must have minimum 16 SSIDs.	
Should support detecting and classifying non Wi-Fi wireless transmissions.	
Should support radio resource management for power, channel, coverage hole detection and performance optimization.	
Must operate as a sensor for wireless IPS.	
Access Points must support a distributed encryption/decryption model.	

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Must be plenum-rated (UL2043).	
Should support 802.11e and WMM.	

Wireless Controller :

Wireless LAN Controller	Compliance
Must be compliant with IEEE CAPWAP or equivalent IETF standard for controller-based WLANs.	
WLAN Controller should have license for asked access points in a single chassis from day 1. Controller should be scalable to minimum 1500 AP in same hardware	
Must support 1:1 redundancy models	
Must support an ability to dynamically adjust channel and power settings based on the RF environment	
Must support coverage hole detection and correction that can be adjusted on a per WLAN basis.	
WLC should support L2 and L3 roaming of IPv6 clients	
WLC should support First hop security features in IPv6 network like Router Advertisement guard, DHCPv6 guard and IPv6 source guard	
WLC should support IPv6 access control lists and guest-access functionality for IPv6 clients.	
Should adhere to the strictest level of security standards, including 802.11i, WPA2, WPA, WEP, 802.1X with multiple Extensible Authentication Protocol (EAP) types, PEAP, EAP-TLS, EAP-TTLS	
Should support Management frame protection for the authentication of 802.11 management frames by the wireless network infrastructure	
Controller should have rogue AP detection, classification and automatic containment feature	
Controller should be able to detect attacks like Broadcast de-authentication, NULL probe, Well entreated from day one for all access points	
Should provide a snapshot of Air quality/RF in terms of the performance and impact of interference on the wireless network identifying the problem areas.	
Should provide real-time charts showing interferers on a per-radio, per-channel basis.	
Must support 802.11e and WMM	
Should have Voice and Video Call Admission and Stream prioritization for preferential QOS	
To deliver optimal bandwidth usage, reliable multicast must use single session between AP and Wireless Controller	

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School Router :

Specifications	Compliance
The Router should support modular architecture, multi-core Processor, internal/external power supply. The Router Should have capabilities of seamless field upgrade/replacement (without interrupting running processes and services) for modular interfaces.	
Router should have at least 2 open slots for additional LAN/ WAN modules other then asked ports.	
Should have capabilities to seamless upgrade/replacement (without interrupting running processes and services)all modular interfaces (eg, Mini-PIMs, PIM, GPIM, NIM, Service module, SIC slot etc) supported by router like Channelized E1/T1, V.35, G.703, Gigabit and 10 Gigabit Ethernet modules to accommodate field upgrades	
The router should have minimum 4 GB DRAM and 4 GB Compact Flash, both RAM and flash should be scalable	
Router should have a minimum throughput of 50 Mbps or more with all services enabled	
Router should have DES, 3DES and AES Standards. Should support IPsec with IKEv2 and Suite-B Encryption.	
Router should support static Routes, OSPFv2, OSPFv3, BGP4, MBGP, BFD, Policy based routing, IPv4 and IPv6 tunneling	
Router should support IGMP v1/v2/v3 and PIM multicast routing	
The Router should support MPLS and Zone Based Firewall feature from Day 1	
Shall have 802.1p class of service and marking, classification, policing and shaping.	
Router should support SSHv2, SNMPv2c, SNMPv3 and NTP	
Routers should support AAA using RADIUS and TACACS+	
Should support extensive support for IP SLA and best path selection for metrics like delay, latency, jitter, packet loss to assure business-critical IP applications.	
Router should support monitoring of network traffic with application level insight with deep packet visibility into web traffic, RTP-Based VoIP traffic and cRTP	
Router shall support traffic load balancing capability on dual WAN Links based on based on advanced criteria, such as reachability, delay, loss, jitter and bandwidth utilization.	
Router shall have capability to add on demand IPsec VPN tunnels to multiple remote locations dynamically without changing the configuration.	

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Router should support GET/Group VPN based on RFC 6407, GDOI from day 1	
Router shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
Router shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
Router/Router's Operating System should be tested and certified for EAL 3/NDPP or above under Common Criteria Certification	
Router should be IPv6 Certified/IPv6 logo ready	

Server	
CPU	Two (2) Intel latest generation Skylake Processors with minimum 2.1GHz & 12 cores per socket.
Chipset	Intel chipset compatible with the offered processors.
Motherboard	Intel chipset compatible with the offered processors.
Memory	Should have at least 24 DIMM slots per server and support minimum up to 1.5TB of DDR4 2666 MHz memory .
Hard Disk Drive	The server should Support upto 10 hot-swappable SAS,NL-SAS and SSD drives . Server should supplied with 2 TB of usable storage.
Video Controller	To support VGA or above resolution
Keyboard	104 Keys OEM English Keyboard (it must have soft keys),
Mouse	Optical Mouse with USB interface
Ports	<ul style="list-style-type: none"> ● 1 serial port ● 4 USB 3.0/2.0 ports ● 1 VGA video port
Cabinet	Rack
OPERATING SYSTEM	Microsoft Windows Server ,Red Hat Enterprise Linux (RHEL) ,SUSE Linux Enterprise Server (SLES)
DVD ROM	Internal / External
Networking	Should have 2 * 10 GbE Base T(embedded) LAN ports Should provide support Dual 10G SFP+ ports. The same adapter should be upgradable to 40G ports for future requirements.

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	Should support Dual port 16Gbps FC HBA.
Power Management	Should have hot swappable redundant power supplies
Monitor	18.5' LED backlit display Digital colour monitor TC-05 Certified
UPS	Sine wave UPS with external batteries
Anti-virus	For a period of three years

Network Management System

- The Solution should monitor bandwidth utilization.
- The solution should monitor utilization based on bandwidth.
- The Solution must be capable of monitoring the availability, health, and performance of core networking devices including but not limited to CPU, memory, temperature.
- The Solution should have the ability to issue pings to check on availability of ports, devices.
- The Solution should automatically collect and store historical data so users can view and understand network performance trends.

7. Section VII- Service Level Agreement

7.1 Implementation Phase SLA

“T” denotes the date of Letter of Award. “M” denoted the date of Signing of Service Agreement. “P1” denotes the date of Go-Live of Phase I and “P2” denotes the date of Go-Live of Phase II.

Sr.	Deliverables#	Timeline	Penalty
1	Approval of all the relevant documentation as per Project Planning and Implementation Documents mentioned in Section 5.1	T + 30 days	<ul style="list-style-type: none"> • In case of any delay in Phase I within the stipulated 45 days then a penalty of 0.05% of Total Project Cost for
2	Completion of Phase I + Partial Acceptance Testing (PAT) + Go Live of Phase I activities	T + 90 days P1	

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3	Start of Phase II + User Acceptance Testing (UAT) + Final Go Live of all components of the solution envisage under this project.	T+ 7 Months	<p>every day; subject to the cap of 2.5% of Total Project Cost in this RFP.</p> <ul style="list-style-type: none"> In case of any delay in Phase II within the stipulated 5 Months then a penalty of 0.25% of Total Project Cost for every week; subject to the cap of 2.5% of Total Project Cost in this RFP. In case of any delay in weekly progress reports and amendment of identified issues within 3 working days during the operation and management phase then a penalty of 0.05% of Total Project Cost for every day; subject to the cap of 2.5% of Total Project Cost in this RFP <p>The overall penalty shall not cross more than 10% of the Total Project Cost.</p>
4	Completion of Phase II Operations along with continuation of Phase I & Monitoring phase	P2	
5	End of Phase II Operations	P2 + 3 years	

7.2 Operations, Management & Maintenance - SLA Criteria

The Successful Bidder shall deploy dedicated qualified personnel as defined in manpower requirements for operation, management and maintenance of the solution at School. The Smart classroom and School Infrastructure shall be operational as well as monitored & managed on all working days of the year as per the working hours defined below;

Indicative Time of Operations / Working: (To be decided by the Authority)

- Smart Classroom and School Infrastructure = from 8:00 AM to 7:00 PM

1. Upkeep of the Solution

"**Uptime**" shall mean the time period for which the specified solution inclusive of Central Studio, Learning Management system & School Management System with specified technical and service standards **are available** for the proper functioning & performance of the of the Smart classroom and all the end users.

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

The reference hours for calculation of Uptime

Uptime (in %) = (Total Expected time of Operations per quarter) – Downtime of solution) X 100 / (Total Expected time of Operations per quarter)

Minimum guaranteed uptime per quarter required (without penalty)

#	Location of Solution deployed	% Uptime per quarter	Permissible Down time in minutes per quarter
A	Smart Classroom and School Infrastructure	99.90 %	45 minutes

2. Penalties based on downtime of the Smart classroom system

Penalties will be levied on the IA based on the downtime as specified above in a quarter. For calculation of penalties, any four consecutive quarters taken together will be taken as one year. The penalty will be charged on the quarterly payment payable to the IA towards the Total Project Cost. The mode of calculation for the

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same is given below. If the IA performs as per the baseline metrics, then 100% of the amount of the quarterly payment due will be paid to the IA as per the payment terms specified. However, if the IA fails in the SLA resulting in lower performance or breach, then penalty deduction would be appropriately levied as per table below subject to maximum penalty of 10% of quarterly payment. In case the IA's penalty crosses the maximum limit of 10% of quarterly for three consecutive quarters then BSCDCL may decide to terminate the IA's contract.

“QGR” denotes Quarterly Guaranteed Revenue (60% of the Total Project Cost/20 Quarters)

#	Service Level Parameters	Baseline	Breach		Basis of Measurement/ Remarks
			Metric	Deductions (%)	
1.	Uptime at all Smart Classrooms & School Infrastructure	100%	> 99.90% For every 1 % drop in uptime below 99.90%	0 2% of QGR	Measured using Help Desk report. Penalty capped to 8% of QGR
2.	Average availability of content for all the classes	99.5%	For every 0.5% drop from Baseline measured every day	1% of QGR	Measured using the calls logged on a daily basis. Non-availability of any of the services would amount to deviation.
3.	Availability of Wi-Fi / Internet at each location	>95%	For every 1% drop from baseline for each location	1% of QGR	Faults should be logged through the helpdesk, as and when alerted by users by e-mail / fax / call. This includes low speed on the internet / Wi-Fi as measured by open source speed measuring software (ex.

*** Penalty for SLA violation for Operations and Maintenance shall be subject to a cap of 10% of QGR. However, in exceptional cases, BSCDCL has the right to remove this cap. In case of repeated SLA breach in three consecutive quarters then the IA is liable for termination by BSCDCL**

8. Section VIII: Bidding Formats

8.1 Formats for Clarification

1. Format for submission of Queries

[ON BIDDERS LETTERHEAD]

To

Date: DD/MM/YYYY

Sub: Submission of Clarification of Clarifications by <<firm name>>

Ref: Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated: ___/___/____)

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

#	Clause No in RFP	Page Number	Existing Clause	Query/Remarks

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--	--	--	--	--

Date:

Signature of Authorized Representative

Name of IA:

Full Address:

Telephone No.:

8.2 Formats for Pre-Qualification Bid

1. Checklist for Pre-Qualification Bid

Sl. No.	Items	Submitted (Yes /No.)	Documentary Proof (Page No.)
1.	RFP Fee of Rs 50000/-		
2.	EMD of Rs 50 lacs		
3.	PQ_1- Bid Cover letter		
4.	PQ_2- Bidder's Particulars		
5.	PQ_3- Power of attorney / board resolution to the authorized Signatory for Prime Bidder of Consortium		
6.	Copy of Certificate of Incorporation (In case of Consortium all members to submit)		
7.	Copy of Memorandum and Articles of Associations (In case of Consortium all members to submit)		
8.	Copy of GSTIN and PAN		
9.	PQ_4- Certificate from the statutory auditor/ CA towards positive net worth of the company.		
10.	PQ_5- Chartered Accountant certificate for Turnover for the last three financial year's i.e.		

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

	2015-16, 2016- 2017 and 2017-2018 (In case of Consortium all members to submit)		
11.	PQ_6- Details of the projects executed		
12.	PQ_7- Self-Declaration letter of Non-Black listing duly signed by authorized signatory on company letter head		
13.	Consortium Agreement with clear defining roles and responsibilities of each consortium partner .		
14.	Copy of Valid Standards/Certification		

2. PQ_1- Format for Pre-Qualification Bid Cover letter

[ON BIDDERS LETTERHEAD]

To

CEO

Bhopal Smart City Development Corporation Limited

Date: DD/MM/YYYY

Sub: Submission of Eligibility Proposal

Ref: Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated: __/__/____)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to product and services as required and outlined in the RFP. We attach hereto our responses to Eligibility Criteria.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to BSCDCL is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid opening.

As part of the enhancement to the specifications, confirm that, if awarded the contract:
(Remove / modify the statements below as applicable)

A. We shall cover <INSERT NUMBER (IN WORDS)> additional classrooms as part of the contract without any increase in costs.

B. The Internet and Wi-Fi speed provided by us shall be <INSERT MBPS>.

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

We agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of Bidder:

Full Address:

Telephone No.:

3. PQ_2- Format for Particulars of the Bidder

Details of the Bidder (Company)		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this RFP	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 17-18:
		FY 16-17:
		FY 15-16:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	

Date:

Signature of Authorized Representative

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Name of IA:

Full Address:

Telephone No.:

4. PQ_3- Power of Attorney for Lead Member of Consortium

Whereas the Bhopal Smart City Development Corporation Limited has invited applications from interested parties for the Selection of “Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna”.

Whereas, and (Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Prime Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

I, Having our Registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Prime Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the BSCDCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the BSCDCL.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

5. PQ_4- CA Certificate for net worth for bidder

Date: dd/mm/yyyy

To

Chief Executive Officer (CEO),
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023

Sir/Madam,

This is to certify that the Networth as per books and records of

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

_____ for the following financial years are as under.

S.No.	Financial Year ending	Networth (Rs in Crores)
1.	31 st March, 2018	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

6. PQ_5: Bidders Annual turnover (Turnover of Prime Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years

<< To be submitted by each member company in case of Consortium on company's letterhead>>

Date: dd/mm/yyyy

To

Chief Executive Officer (CEO),
Bhopal Smart City Development Corporation Limited,

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023

Subject: Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated: ___/___/____)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2015-16 (in Crores) (i)	FY 2016-17 (in Crores) (ii)	FY 2017-18 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Sole/Prime Bidder				

#	Details	FY 2015-16 (in Crores) (i)	FY 2016-17 (in Crores) (ii)	FY 2017-18 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Consortium Member 2(if any)				

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

7. PQ_6: Details of experience of implementing Smart Classroom Implementation in Schools/Universities/Academics in urban scenario.

Date: dd/mm/yyyy

To

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Chief Executive Officer (CEO),
 Bhopal Smart City Development Corporation Limited,
 Zone 14, near Tatpar petrol pump, BHEL
 Govindpura, Bhopal
 Madhya Pradesh- 462023

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for “Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled separately for Prime Bidder and consortium Member companies

Name of the Project	Prime Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Other Relevant Information <for each type of the project type, like number of Smart Classrooms, Smart Classroom Components, Virtual Classroom Setup (Central Studio for Live Lectures or others), Learning Management System Module details, School Management System Module details etc.>					

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Deliverables of the Bidder					
Outcomes of the project					
Other Details					
Total cost of the project					
Total cost of the services provided by the Bidder					
Duration of the project (number of months, start date, completion date, current status)					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Completion Certificate/Phase Completion Certificate					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Other Relevant Information <for each type of the project type, like number of Smart Classrooms, Smart Classroom Components, Virtual Classroom Setup (Central Studio for Live Lectures or others), Learning Management System Module details, School					

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Management System Module details etc.>					
Deliverables of the Bidder					
Outcomes of the project					
Other Details					
Total cost of the project					
Total cost of the services provided by the Bidder					
Duration of the project (number of months, start date, completion date, current status)					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Completion Certificate/Phase Completion Certificate					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

8. PQ_7- Format for Self-declaration by Bidder for not being blacklisted

[ON BIDDERS LETTERHEAD]

To

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

CEO

Bhopal Smart City Development Corporation Limited

Date: DD/MM/YYYY

Sub: Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted by Government (Central or State)/Semi-Govt. or PSU as on 31-03-2018.

Ref: Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated: __/__/____)

Dear Sir,

In response to the above mentioned RFP I, _____, as _____
<Designation> _____ of M/s _____, hereby declare that our Company / Firm _____ has not been declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-Govt. or PSU in last years from the date of submission of bid.

Date:

Signature of Authorized Representative

Name of IA:

Full Address:

Telephone No.:

9. Format of Earnest Money Deposit

Date: dd/mm/yyyy

To,

Chief Executive Officer (CEO),
Bhopal Smart City Development Corporation Limited,
Zone 14, near Tatpar petrol pump, BHEL
Govindpura, Bhopal
Madhya Pradesh- 462023

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for "Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated: __/__/____)"

KNOW ALL MEN by these presents that WE <<Name of Bank>> of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Bhopal Smart City Development Corporation Limited (hereinafter called "the Client") in the sum of Rs. 50,00,000/- (Rupees 50 Lakh Only) for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2018

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
 - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
 - b. fails to extend the validity if required and as requested or
 - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should

be extensible to 90 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

8.3 Formats for the Technical Bid

1. General Instructions on Preparation of the Technical Proposal

i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot. All the documents must be submitted in one file only.

ii. Bidder is expected to divide its Bid in following sections / documents:

a. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Experience in Similar projects

b. Technical Proposal: The technical proposal should specify the following:

- Understanding of the Project
- Clear articulation and description of the design and technical/functional solution.
- Details of the complete solution proposed
- Integration approach with existing Infrastructure
- Reasoning for selection of the proposed technology over other options.
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Design, Installation, Configuration and Maintenance of School IT Infrastructure components and Application implemented in the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.
- Internet bandwidth bandwidth requirement for the operations
- Risk Mitigation plan

c. Other Details

- **Bill of Material:** This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Compliance to Technical and Functional Specifications as mentioned in Section 6.2 and section 6.1 of the RFP
- Make & Model of all IT as well as non IT components along with datasheets highlighting the Technical Specification parameters in each datasheet for compliances
- CVs of the Key Manpower proposed (Qualification of each resource is provided in this RFP Section **Error! Reference source not found.**)

2. Check-list for the documents to be included in the Technical Bid

#	Documents required	Submitted (Y / N)	(Page No.)
1.	Format TQ_1: Technical Proposal Cover Letter		
2.	Format TQ_2: Details of Experience in Setting Up of Smart School/Smart Education System Infrastructure including Digital Classroom , IT networking amongst classrooms		
3.	Format TQ_3: Experience in Setting up of Virtual Classrooms for the Schools		
4.	Format TQ_4: Details of Experience in Implementation of Smart Education System Components including Learning Management System, Library Management System, School Management System.		
5.	Approach and Methodology- details as per parameters mentioned in Technical Evaluation criteria		

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

6.	Format TQ_5: CVs of the Key Manpower proposed		
7.	Format TQ_6: Manufacturers Authorization form		
8.	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
9.	Bandwidth requirement for the operations		
10.	Bill of Material without prices		
11.	Make & Model of all IT as well as non IT components		
12.	Compliance to Functional and Technical Requirements, Specifications as mentioned in Section IV,VI along with referencing of the qualifying functional/technical specification on the product/solution datasheet or literature.		
13.	Datasheets highlighting the Technical Specification parameters in each datasheet for compliances		

3. TQ_1- Format for Technical Proposal Cover Letter

To,
CEO

Bhopal Smart City Development Corporation Limited

Date: DD/MM/YYYY

Sub: Submission of Technical Compliance Proposal

Ref: Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna (RFP No: _____ Dated:

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

___/___/____)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to product and services as required and outlined in the RFP. We attach hereto our responses to Technical Compliance Criteria.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to BSCDCL is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the RFP and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Date:

Signature of Authorized Representative

Name of Bidder:

Full Address:

Telephone No.:

4. TQ_2: Details of Experience in Setting Up of Smart School/Smart Education System Infrastructure including Digital Classroom , IT networking amongst classrooms

Sl. No.	Name of Project	Year of Project	Page Number
1.			
2.			
3.			
4.			
5.			

Detailed Project Experience (please provide separate table for each project)

Project Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	
Please check (√) on the supporting documents enclosed:	
<ul style="list-style-type: none"> • Work Order received from Client • Agreement signed between Bidder and Client 	

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

- Client Certificate/ others (if any)

5. TQ_3: Experience in Setting up of Virtual Classrooms for the Schools

Sl. No.	Name of Project	Year of Project	Page Number
6.			
7.			
8.			
9.			
10.			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

Please check (√) on the supporting documents enclosed:

- Work Order received from Client
- Agreement signed between Bidder and Client
- Client Certificate/ others (if any)

6. TQ_4: Details of Experience in Implementation of Smart Education System Components including Learning Management System, Library Management System, School Management System.

Sl. No.	Name of Project	Year of Project	Page Number
11.			
12.			
13.			
14.			
15.			

Detailed Project Experience (please provide separate table for each project)

Project Information	
Name of the project	
Client Name	
Name and contact details of the client	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	
Please check (√) on the supporting documents enclosed:	

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

- **Work Order received from Client**
- **Agreement signed between Bidder and Client**
- **Client Certificate/ others (if any)**

7. TQ_5: CVs of the Key Manpower proposed

1	Name of the Staff				
2	Current Designation in the Organization				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 			
7	Summary of Key Training and Certifications				
8	Language Proficiency	Language	Reading	Writing	Speaking

Selection of IA for Design, Development, Implementation and Management of Smart Schools in City of Bhopal, Sagar and Satna

9	Employment Record (For the total relevant experience)	<table border="1"> <tr> <td data-bbox="596 264 834 323">From / To:</td> <td data-bbox="834 264 1494 323"></td> </tr> <tr> <td data-bbox="596 323 834 382">Employer:</td> <td data-bbox="834 323 1494 382"></td> </tr> <tr> <td data-bbox="596 382 834 483">Position Held:</td> <td data-bbox="834 382 1494 483"></td> </tr> <tr> <td data-bbox="596 483 834 541">From / To:</td> <td data-bbox="834 483 1494 541"></td> </tr> <tr> <td data-bbox="596 541 834 600">Employer:</td> <td data-bbox="834 541 1494 600"></td> </tr> <tr> <td data-bbox="596 600 834 701">Position Held:</td> <td data-bbox="834 600 1494 701"></td> </tr> <tr> <td data-bbox="596 701 834 760">From / To:</td> <td data-bbox="834 701 1494 760"></td> </tr> <tr> <td data-bbox="596 760 834 819">Employer:</td> <td data-bbox="834 760 1494 819"></td> </tr> <tr> <td data-bbox="596 819 834 919">Position Held:</td> <td data-bbox="834 819 1494 919"></td> </tr> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:	
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10	Total No. of Years of Work Experience																			
11	Total No. of Years of Experience for the Role proposed																			
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project) <table border="1" data-bbox="282 1268 1494 1732"> <tr> <td data-bbox="282 1268 587 1381">Name of assignment or project:</td> <td data-bbox="587 1268 1494 1381"></td> </tr> <tr> <td data-bbox="282 1381 587 1432">Year:</td> <td data-bbox="587 1381 1494 1432"></td> </tr> <tr> <td data-bbox="282 1432 587 1482">Location:</td> <td data-bbox="587 1432 1494 1482"></td> </tr> <tr> <td data-bbox="282 1482 587 1533">Client:</td> <td data-bbox="587 1482 1494 1533"></td> </tr> <tr> <td data-bbox="282 1533 587 1608">Main project features:</td> <td data-bbox="587 1533 1494 1608"></td> </tr> <tr> <td data-bbox="282 1608 587 1659">Positions held:</td> <td data-bbox="587 1608 1494 1659"></td> </tr> <tr> <td data-bbox="282 1659 587 1732">Activities performed:</td> <td data-bbox="587 1659 1494 1732"></td> </tr> </table>		Name of assignment or project:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:					
Name of assignment or project:																				
Year:																				
Location:																				
Client:																				
Main project features:																				
Positions held:																				
Activities performed:																				

8. TQ_6: Manufacturers Authorization Form

Manufacturers Authorization Form is required for any material bidder proposes as part of the contract but is not manufactured by them.

Date:

Tender No and Name:

To: Chief Executive Officer,
Bhopal Smart City Development Corporation Limited

WHEREAS _____ who are official
producers of _____ and
having production facilities at _____ do
_____ hereby authorize

_____ located at _____ (hereinafter,
the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for
resale of the following Products produced by us, for the quantities, specifications and
delivery schedule called for by the Supply Requirements associated with the above
Invitation for Bids:

We hereby extend to you a full guarantee and warranty, Defect Liability, of the Conditions
of Contract and with our own standard product warranty, and duly authorize the Bidder to
act on our behalf in fulfilling all warranty obligations with respect to the above-listed
products offered for resale by the Bidder in relation to this Invitation for Bids.

We also certify that the Bidder is qualified by us to provide the following maintenance,
technical or help desk support, new version upgrade and/or other services related to the
above-listed Products in accordance with Scope of the System, and the Conditions of
Contract:

Name
In the capacity of

Signed
Duly authorized to sign the authorization for and on behalf of:

Dated on _____ day of
_____, _____.

Note: This letter of authority must be on the letterhead of the Producer, must be signed

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by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. Minor variations in wordings of the letter may be allowed.

8.4 Financial Bid Format and instructions

1. General Instructions

- a. Financial Bid needs to be submitted online as per the instructions given in the RFP in the format prescribed in this section.
- b. Bidder should provide all prices as per the prescribed format under this Section.
- c. All the prices are to be entered in Indian Rupees (INR) only
- d. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties including GST prices. The prices should also specify three year support cost as per provided formats.
- e. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f. BSCDCL reserves the right to ask the IA to submit proof of payment against any of the taxes, duties, levies indicated.
- g. The IA needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- h. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, BSCDCL retains the right to negotiate this rate for future requirement
- i. The variation in individual item of quantities permitted, provided it shall not exceed $\pm 30\%$ in individual item of quantities. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
- j. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- k. No claim shall be entertained or become payable for price variation of additional quantities
- l. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by BSCDCL. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.

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- m. For the purpose of evaluation of Financial Bids, BSCDCL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- n. BSCDCL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to BSCDCL.
- o. IA should refer to the Tender for details on the technical/functional requirements of the system and the benchmark specifications for the items mentioned in the Financial Formats.
- p. Line items mentioned in the Financial Formats are for representation purpose and IA may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- q. No escalations of prices will be considered under any circumstances.
- r. Bidders must carefully read the Scope, Technical & Functional Requirements and the SLAs mentioned in this RFP and accordingly propose the software, hardware, accessories and services and their respective quantities required to completely meet the requirements of this RFP.

2. Format for Financial Bid

**** Bidder are requested to visit the site and do the preliminary survey before quoting the bid.**

Bidder can refer to the Annexure 1,2,3,4 for more details on the existing Schools and the project scope in Bhopal, Sagar, Satna

The Bidder must submit the Financial Bid in the excel format which could be downloaded from mpeproc.gov.in and the same shall be uploaded online.

3. Format for Performance Bank Guarantee

[On Appropriate Stamp Paper]

Bank Guarantee No. _____

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert

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address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED, a company incorporated under the (Indian) Companies

Act, 2013, with its registered office at _____ (hereinafter referred to as BSCDCL, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

- A. BSCDCL has entered into a contract for providing Implementation services dated [insert date] (the **Contract**) with [insert name of Implementing Agency], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the Implementing Agency has been incorporated or registered, as the case may be], [with its [registered/principal] office at [_____]] (hereinafter referred to as the **Implementing Agency**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- B. In terms of the Contract, the Implementing Agency has agreed to provide the Implementation Services for Integrated Smart school Project for Bhopal, Sagar, Satna which involve the use of technology, information and data to improve education infrastructure and services within the city of Bhopal , to implement the Smart Cities Mission in Bhopal, pursuant to the Request for Proposal dated [_____] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).
- C. In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Implementing Agency and **Clause I** of the Contract, the Implementing Agency is required to furnish to BSCDCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [_____] [Insert amount equivalent to 10% of the Total Value of Contract] (the Guaranteed Amount) as security for the due and punctual performance or discharge of the Implementing Agency's obligations and liabilities under the Contract.

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- D. At the request of the Implementing Agency and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Implementing Agency of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to BSCDCL the payment in full of all amounts at any time that may be due, owing or payable to BSCDCL from the Implementing Agency for the failure of the Implementing Agency to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from BSCDCL.

The Guarantee is given on consideration received from the Implementing Agency (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by BSCDCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that BSCDCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Implementing Agency or validity of demand so made by BSCDCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Implementing Agency or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Implementing Agency or any

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change in ownership of the Implementing Agency or any purported assignment by the Implementing Agency or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that BSCDCL shall first attempt to procure the Guaranteed Amount from the Implementing Agency or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, BSCDCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or BSCDCL:
- a. any time or waiver granted to, or composition with, the Implementing Agency or any other Person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Implementing Agency or any other Person;
 - c. any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - d. any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - e. the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Implementing Agency's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - f. any part performance of the Contract by the Implementing Agency or by any failure by BSCDCL to timely pay or perform any of its obligations under the Contract.
6. If, and to the extent that for any reason the Implementing Agency enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Implementing Agency of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to BSCDCL on demand.

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7. So long as any amount is due from the Implementing Agency to BSCDCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Implementing Agency, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Implementing Agency or any such other Person in competition with BSCDCL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for BSCDCL.
8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from BSCDCL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to BSCDCL that:
- a. it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - b. the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - c. neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - d. no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - e. this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhopal at [_____].

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10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of BSCDCL in exercising any right, power or privilege hereunder and no course of dealing between BSCDCL and the Guarantor, or the Implementing Agency, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which BSCDCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of BSCDCL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with BSCDCL to replace the invalid, illegal or unenforceable provision.
13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and BSCDCL shall constitute a single binding agreement.
15. BSCDCL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
16. All documents arising out of or in connection with this Guarantee shall be served:
 - a. upon BSCDCL, at [insert address]; and
 - b. upon the Guarantor, at [insert address].
17. Any demand, notice or communication would have been deemed to have been duly served:
 - a. if delivered by hand, when left at the proper address of services; and
 - b. if given or made by pre-paid registered post or facsimile, when received.
18. Either party may change the above address by prior written notice to the other party.
19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Madhya Pradesh.

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IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [**insert name of Bank**] Bank, by [**insert name of branch**] Branch by hand

Of [**insert name of signatory**]

It's [**insert designation**] and duly authorized representative

Authorized by [Power of Attorney dated [**insert date**]] OR [Board resolution dated [**insert date**]].

9. Section IX- General Conditions of Contract

9.1 Definitions and Interpretations:

DEFINITIONS

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

- a) “**Business Day**” means any day that is a working day for schools in the city of Bhopal, Sagar and Satna except for some specified and notified holidays.
- b) “**Confidential Information**” means all information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
- c) “**Contract**” or “**Agreement**” are interchangeable terms and shall mean the Agreement entered into between BSCDCL and the “IA” and includes the RFP, the Proposal, the Letter of Award together with all attachments and Annexes thereto, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- d) “**IA’s Representative**” means the person or the persons appointed by the Implementation Agency (IA) from time to time to act on its behalf for overall co-ordination, supervision and project management.
- e) “**Document**” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
- f) “**Effective Date**” means the date on which this Agreement is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;
- g) “**Go Live of Phase I**” means date of completion of Phase I activities + completion of Partial Acceptance Test (also referred to as ‘P1’)
- h) “**Final Go Live**” means date of completion of Phase II activities + completion of User Acceptance Test (also referred to as ‘P2’)
- i) “**Intellectual Property Rights**” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Agreement and the right to ownership of BSCDCL;
- j) “**Kick off Meeting**” means a meeting convened by BSCDCL to discuss and finalize the work execution plan and procedures with IA.
- k) “**ISP**” means internet services provider.
- l) “**Intra-City Agreement**” means the agreement entered / to be entered into amongst the BSCDCL and the smart cities (Sagar,Satna) specifying, inter alia, the governance of this Agreement amongst the smart city stakeholders.

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- m) The “**IA**” shall have the same meaning as ascribed to such terms in Parties clause of this Agreement and shall be deemed to include IA's successors and permitted assigns, as the case may be, unless excluded by the terms of the contract. The word IA when used in the pre-award period shall be synonymous with parties bidding against this RFP
- n) “**IA’s Team**” means the successful IA who has to provide services to BSCDCL under the scope of this RFP / Agreement. This definition shall also include any and/or all of the employees of IA, their authorized agents and representatives and approved Sub-Implementation Agencies or other personnel employed or engaged either directly or indirectly by the IA for the purposes of the Contract.
- o) “**Parties**” means BSCDCL and the IA and “**Party**” means either of the Parties;
- p) “**Project**” means coverage of all activities as detailed out in 1.16 Project Timelines.
- q) “**Service**” means facilities/services to be provided as per the requirements/conditions specified in the RFP document and the Agreement and any other incidental/related services, such as installation, implementation, maintenance, provision of technical assistance and other such obligations of the IA covered under the Contract.
- r) “**Service Level(s)**” means the service level parameters and targets and other performance criteria which will apply to the Services and deliverables as described in the RFP and in this Agreement; ‘SLA’ or ‘Service Level Agreement’ means the service level agreement specified in this Agreement;
- s) “**Service Specification**” means and include detailed description, technical data, performance characteristics, and standards as applicable and as specified in the Contract as well as those specifications relating to industry standards and codes applicable to the performance of the work, work performance quality and the specifications affecting the works or any additional specification required to be produced by the IA to meet the design criteria.
- t) “**Sub-IA**” means any person or persons or firm/company or their successors, assignees to which part of the contract has been outsourced by the IA after necessary consent of APSF.
- u) “**Scope of Work**” means all the goods and services and any other deliverables as required to be provided by the IA as specified in the RFP;
- v) “**The Contract Price/Value**” means the price payable to the IA under the Contract for the full and proper performance of its contractual obligations;
- w) BSCDCL and shall include its legal representatives, successors and permitted assignees.
- x) “**BSCDCL’s Representative**” shall mean the person appointed by BSCDCL from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

- **INTERPRETATIONS**

In this Contract unless a contrary intention is evident:

- a) The clause headings are for convenient reference only and do not form part of this Contract;
- b) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

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- c) Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- d) References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- e) Words denoting a person shall include an individual, corporation, company, body corporate, partnership, or a trust;
- f) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- g) Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses;
- h) A reference to legislation includes legislation repealing, replacing or amending that legislation;
- i) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- j) A reference to the Agreement shall, unless the context otherwise requires, include a reference to its Annexures, Schedules and every other documents forming part of this Agreement. If a term of this Agreement requires things to be done, undertaken or completed under the Agreement, the same, if relevant, shall, unless the context otherwise require, mean to include such things to be done, undertaken or completed under the relevant Schedules, Annexures of this Agreement.

9.2 Documents forming part of Agreement

The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:

- a) The Contract;
- b) The RFP comprising of all volumes and any corrigenda, clarification thereto;
- c) The Proposal of the IA as accepted by the designated authority along with any related documentation
- d) The designated authority's Letter of Award;
- e) The IA's Acceptance of Letter of Award, if any;
- f) The tripartite agreement to be entered into between ISP, IA and Authority for provision of bandwidth services, if any;
- g) The Corporate Non-disclosure agreement and any other document to be submitted by the IA and appended to this Agreement.
- h) The intra-city agreement.

9.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest Rupee.

9.4 Priority of documents

The Service Agreement, including its Schedules, represents the entire Agreement between the parties as noted in this clause. If in the event of a dispute as to the interpretation or meaning of this SA it should be necessary for the parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a) Any clarifications / amendments issued by BSCDCL on the SA, SLA , Schedules and Annexure
- b) This SA along with the SLA Agreement, Schedules and annexure;
- c) Request for Proposal and addendum / corrigendum to the Request for Proposal (if any).

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this SA, Annexure / Schedules or the contents of the RFP, the terms of this SA shall prevail over the Annexure / Schedules or the contents and specifications of the RFP.

9.5 Conditions Precedent

1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights of the IA to receive payments, and obligation of BSCDCL to make payments under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, BSCDCL or its nominated agencies may at any time at its sole discretion waive fully or partially any of the conditions precedent for the IA.

2. Conditions Precedent of the IA

The IA shall be required to fulfill the Conditions Precedent which is as follows:

- a) To provide an unconditional, irrevocable and continuing Performance Bank Guarantee to BSCDCL or its nominated agencies for an amount of 5% of the Contract Price in the format as provided in the RFP within 15 days of receipt of the Letter of Award; and
- b) To provide BSCDCL or its nominated agencies certified true copies of its constitutional documents (Memorandum of Association (MOA), Articles of Association (AOA), etc.) and board resolutions authorizing the execution, delivery and performance of this SA

by the IA.

9.6 Performance Bank Guarantee (PBG)

- i. The IA shall, within 15 days after the receipt of Letter of Award from BSCDCL, furnish an unconditional, irrevocable and continuing Performance Guarantee to BSCDCL for an amount equal to 5% of the Contract Price from a Scheduled Bank in the format provided in the RFP. The Performance Bank Guarantee shall be valid for entire Term and six months thereafter. If the Performance Bank Guarantee is liquidated /encashed, in whole or in part, during the currency of the Performance Bank Guarantee, the IA shall top up the Performance Bank Guarantee with the same amount as has been encashed within 15 days of such encashment without demur.
- ii. In the event of the IA being unable to service the Agreement for whatever reason, BSCDCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BSCDCL under the Agreement in the matter, the proceeds of the PBG shall be payable to BSCDCL as compensation for any loss resulting from the IA's failure to perform/comply its obligations under the Contract. BSCDCL shall notify the IA in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the IA is in default.
- iii. In case the Project is delayed beyond the Timelines as mentioned in RFP, the PBG shall be accordingly extended by the IA till completion of scope of work as mentioned in RFP.

9.7 Scope of Work

- a) In consideration of the award of the work under the RFP to the IA and payments to be made by BSCDCL to IA as hereinafter mentioned, the IA hereby covenants with BSCDCL to provide the Goods and Services and to remedy defects therein and to perform all obligations as mentioned in Section 4 of the RFP in conformity in all the respects with the provisions of the Agreement
- b) If any services, functions or responsibilities not specifically described in the RFP or the Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this SA, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such Services, functions or responsibilities were specifically described in this Agreement.
- c) BSCDCL hereby covenants to pay IA in consideration of the provision of the services and the remedying of defects therein and for performance of all obligations mentioned in the RFP, the Contract Price or such other sum as may become payable under the provisions

of the Agreement at the times and in the manner prescribed under the Agreement.

9.8 Commencement and Duration of the Contract

This SA shall come into effect on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for a period of 3 years from the date of signing of agreement, extendable at the option of BSCDCL for a period of up to two year (or part thereof) on mutually agreed terms and conditions. The Term, for the purposes of any payments to IA, does not include (a) any extension arising out of breach of any obligations by IA, (b) unless otherwise agreed, time duration for implementation of exit management plan.

9.9 Statutory Requirements

- a) During the Term of this contract, the IA shall refrain from indulging in activities which are in contravention of any law, act and/ or rules/ regulations, there under or any amendment thereof governing inter-alia customs, excise, taxes and levies, stowaways, foreign exchange etc. and shall keep BSCDCL indemnified in this regard.
- b) The IA will ensure that an updated location-wise list of all assets deployed by the IA for the purpose of the Project is available to BSCDCL at all times. The IA will seek BSCDCL's approval before installing any hardware at any location and will also not alter / change / replace any hardware component deployed for the purpose of the Project without prior consent of BSCDCL.
- c) No Party to this SA shall at any time perform, or omit to perform, any act which it is aware, at the time of performance, shall place the other party in default under any insurance policy, mortgage or lease governing activities at any location provided by BSCDCL.

9.10 IA's Obligations

The obligations of the IA described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP and the two are to be read harmoniously:

- a) The IA's obligations shall include all the activities as specified by BSCDCL in the scope of work and other sections of the RFP and SA and changes thereof to meet BSCDCL's objectives and operational requirements. It will be the IA's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of this SA, the RFP and the Proposal.
- b) The IA shall ensure that the IA's team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The IA shall ensure that the Services are performed in accordance with the

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terms hereof and to the satisfaction of BSCDCL. Nothing in this Agreement relieves the IA from its liabilities or obligations under this Agreement to provide the Services in accordance with BSCDCL's direction and requirements and as stated in this Contract and the performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of IA's Team.

- c) The IA's Representative(s) shall have all the power requisite for execution of Scope of Work and performance of services under this Contract. The IA's Representative(s) shall liaise with BSCDCL's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to BSCDCL's Representative for the proper coordination and timely completion of the works and on any other matter pertaining to the works. He will extend full co-operation to BSCDCL's Representative in the manner required by them for supervision/ inspection/ observation of the equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. IA shall also have complete charge of the IA's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice.
- d) Except as otherwise provided for herein or with the prior written approval of BSCDCL, the IA and/or IA's team shall not:-
 - i. Collect and use any BSCDCL data, deliverable, Assets or BSCDCL contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods for any purpose other than to accomplish the Scope of Work under the RFP and this Agreement;
 - ii. Market, sell, or make commercial or derivative use of BSCDCL data, deliverable or Assets, BSCDCL contents/contents of services and information;
 - iii. Publish, publicly perform or display, or distribute to any third party any BSCDCL data, deliverables or BSCDCL contents/contents of Government services and information, including reproduction on any computer network or broadcast or publications media; or
 - iv. Use, frame, or utilize framing techniques to enclose any portion of BSCDCL data, deliverables or BSCDCL contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

9.11 BSCDCL Obligations

- a) Project Management Agency/BSCDCL, or authority shall act as the contact point for implementation of the Project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the IA.
- b) BSCDCL shall provide timely approvals to the IA from time to time, which may include approval of Project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfillment of this SA.

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- c) Provide reasonable support through personnel to test the system during the Term;
- d) BSCDCL shall interface with the IA, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the SA.
- e) BSCDCL shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of BSCDCL is proper and necessary.
- f) BSCDCL may provide on the IA's request, particulars / information/ or documentation that may be required by the IA for proper planning and execution of work and for providing goods and Services covered under this Agreement .
- g) BSCDCL will be responsible for making all payments due to the IA in respect of deliverables, goods and Services provided through the IA and accepted by BSCDCL in accordance with the terms of this Agreement.

9.12 IA's Team

- a) IA shall provide and deploy, on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades, deemed necessary for the prescribed Scope of Work in the RFP and who are competent to execute or manage/ supervise the work in a proper and timely manner.
- b) The IA would keep BSCDCL updated with the details of the staff members deployed on the Project. The IA will ensure that the roster schedule of all deployed manpower for each day at the required locations is made available to BSCDCL for view by authorized BSCDCL Staff. No change to the deployed manpower shall be done by the IA without written approval from BSCDCL except where such removal and/or replacement becomes necessary due to exceptional circumstances like disability, resignation, termination, death, etc. of the resource.
- c) BSCDCL may at any time request the IA to remove from the work / site the IA's representative or any person(s) deployed by the IA for professional incompetence or negligence or for being deployed for work for which he/she is not suited. The IA shall accede to BSCDCL's request and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of BSCDCL.
- d) The IA shall maintain backup staff and shall promptly provide replacement of every person removed, pursuant to this section, with a substitute who is equally competent or higher in competence from the pool of backup personnel.
- e) In case of change of any staff, the IA shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/ takeover of documents and other relevant materials between the outgoing and the new member. The IA shall also ensure that such a change does not adversely impact the quality and timelines of the Project.

9.13 Access to BSCDCL's or its nominated Agencies' Premises

For so long as the IA provides services from BSCDCL's office location on a non-permanent basis and to the extent necessary for the IA to provide the services and at no cost to the IA, BSCDCL, shall, subject to compliance by the IA with any safety and security guidelines which may be provided by BSCDCL and notified to the IA in writing, provide the IA with:

- a) Reasonable access, to BSCDCL locations for as much time as deemed necessary for delivery of Services as defined in this RFP; and
- b) Access to office equipment as mutually agreed and other related support services in such location and at such other BSCDCL location, if any, as may be reasonably necessary for the IA to perform its obligations hereunder and under the SLAs.

The IA shall,-

- a) Agree that the grant of access to the IA to BSCDCL locations shall be in the nature of a bare license and shall not in any way confer or be deemed to have conferred on the IA any right, title or interest whatsoever (whether in the nature of an easement or otherwise) in such locations, office equipment or support services or any part thereof and nothing in these shall be construed as a demise in law of such locations unto the IA so as to give the IA any legal interest therein. The IA shall only have the right to enter upon such locations for the purpose of executing the Project in accordance with the terms here.
- b) Not part with or create any encumbrances whatsoever on the whole or any part of such locations, office equipment or support services made available by BSCDCL to the IA.
- c) Agree that BSCDCL building locations, where available, from time to time, shall be made available to the IA on an "as is, where is" basis by BSCDCL. The IA agrees to ensure that IA's team members, do not use such locations, services and items made available by BSCDCL for
 - i. The transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - ii. Any act, which constitutes a violation of any law or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or other intellectual property right, confidentiality or privacy).

9.14 Project Management

1. Approvals and Required Consents

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- a) The parties shall co-operate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Approval”) necessary for the IA to provide the Services. The costs of such approvals and required consents shall be borne by the IA.
- b) BSCDCL shall facilitate the IA in obtaining the required consents wherever BSCDCL intervention is relevant and necessary. The IA shall however, not be relieved of its obligations to provide the Services and to achieve the service levels even until the required consents/ approvals are obtained if and to the extent that the IA's obligations are dependent upon such required consents/ approvals.

2. Reporting Progress

- a) For purpose of project development IA shall allocate a Technically Qualified School Coordinator (from a System Integration background) and IT Support Staff for project development phase (Phase 1 & 2) and During development, and management, operation, maintenance & monitoring phase (Phase 2 & 3) who would be a single-point contact for the BSCDCL for monitoring day-to-day progress on the Project. School Coordinator supported by two IT experts (support staff) will be deployed as project management team. In this case School Coordinator will be the Project Manager. The Project Manager would be required to interact regularly with BSCDCL to address issues or provide updates on the Project progress. To facilitate this interaction, BSCDCL Team would be constituted by BSCDCL. The members of this BSCDCL team will have clearly defined roles. The IA's Project Manager will interact with the respective members of BSCDCL's team for the Project. The Project Manager shall be allocated full-time for the Project and will be stationed at BSCDCL/City SPV(Sagar,Satna) office at least till the time of Project Go-Live
- b) The IA agrees not to change its Project Manager without consent from BSCDCL. In the notified and approved absence of IA's Project Manager, the IA shall appoint an alternate resource on the Project the role of the Project Manager
- c) The IA will deploy a web-based Project Monitoring tool that will allow BSCDCL to view and monitor the progress of various activities, tasks, resource deployment etc. at various locations and at various times against planned timelines and targets. The IA will ensure that this tool is updated daily to allow BSCDCL to view the latest developments on the various activities. This tool and the related reporting will be in place within 2 months from the date of signing of Contract with the IA; and will be available to BSCDCL till the end of Contract.
- c) Besides the monitoring tool, review meetings (weekly for initial one year after Letter of Award and fortnightly after this period) will be held with BSCDCL to take stock of the progress made in the Project over the previous week and discuss any issues / challenges being faced by the teams.
- d) All-important team members of the IA involved during that stage of the Project will be present for these review meetings. Apart from the proposed review meetings, BSCDCL may schedule all other meetings from time to time. The selected IA should ensure that the

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relevant team members are available for all such meetings scheduled by BSCDCL. The BSCDCL shall draw the minutes of these meetings to record key proceedings and decisions of these meetings.

- e) Weekly status reports on the progress made during previous week, key activities planned in next week, and progress against planned milestones, issues and escalations if any etc. will be submitted to BSCDCL by the IA's Project Manager during the entire duration of Contract.
- f) The IA agrees that BSCDCL may change the periodicity of such reports. Formats for such reporting will be discussed and agreed with BSCDCL at the commencement of this SA.
- g) In case the progress of Project falls behind schedule or does not meet the desired requirements for reasons solely and entirely attributable to the IA, the IA shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements at no additional cost to BSCDCL.

Notices

a) All notices, requests, demands and other communications under this SA or in connection herewith shall be given to or made upon the respective parties as follows:

- To CEO, Bhopal Smart City Development Corporation Limited
- To Implementation Agency

b) Or to such other person or addresses as any of the parties shall have notified to the others.

c) All notices, requests, demands and other communications given or made in accordance with the provisions of this SA shall be in writing in person/by letter/fax/email.

d) On the date and time of delivery when delivered in person between the hours of 9.45 am and 5.45 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours

e) At the date and time of transmission, if sent by fax, provided the fax is accompanied by a confirmation of transmission,

f) 3 Business Days from the date of posting if delivered by Post / Letter

g) As and when it is sent from the designated email address of the Party as communicated in the SA if sent by email or other electronic communication

h) Either Party to this SA may change its address, telephone number, facsimile number, email address and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

3. Commencement and Duration of Service Level Agreement

- a) A separate agreement shall govern the Service levels for the entire Project.

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- b) The Service Level Agreement shall be executed along/separately with the SA and commence from the effective date of the SA and shall, unless terminated earlier in accordance with the terms hereof or thereof or unless otherwise agreed by the parties, expire on the date on which this SA expires.

4. Use and Upkeep of Assets

During the Term of this SA the IA shall:-

- a) Take all reasonable and proper care of the of the entire hardware and software, goods or any other information technology infrastructure components, deliverables used for the Project and other facilities leased / owned / operated by the IA (for itself or for BSCDCL or on behalf of BSCDCL) exclusively in terms of ensuring their usability for the delivery of the deliverables/system as per this Agreement (hereinafter the “Assets”);
- b) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) as at the date the IA takes control of and/ or first uses the Assets and during the entire Term of the SA.
- c) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the IA will be followed by the IA and any person who will be responsible for the use of the Assets; and
- d) Take such steps as may be recommended by the manufacturer of the Assets and notified to the IA or as may be necessary to use the Assets in a safe manner; and
- e) Provide a well-prepared documentation for users in the form of a user's manual, a clear plan for training, educating and hand holding the users and shall form part of handholding phase until bringing up the users to use software solution with speed and efficiency; and
- f) Train the team identified by BSCDCL, which will be in place during hand-holding and will be responsible for trouble shooting all post-implementation and maintenance activities.
- g) To the extent that the Assets are under the control of the IA, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and
- h) Allow BSCDCL and any persons duly authorized by it/them to enter any land or premises on which the Assets are for the time being located so as to inspect the same;
- i) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law; and
- j) Use the Assets exclusively for the purpose of providing the services as appropriate; and
- k) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets; and
- l) Use the Assets only in accordance with the terms hereof and those contained in the SLAs; and
- m) Maintain standard forms of comprehensive insurance including insurance for the Assets, data, software, etc. in the joint names of BSCDCL and the IA, where BSCDCL shall be designated as the 'loss payee' in such insurance policies;

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- n) Transfer the ownership of the Assets (not already with BSCDCL which shall include the solution and Software including the source code and associated documentation which is the work product of the development efforts involved in the Project) to BSCDCL at the appropriate time (in synchronization with the submission of deliverables thereof by the IA) or in accordance with the terms of this SA; and
- o) Ensure the integration of the software with hardware to be installed and the existing Assets in BSCDCL, in order to ensure the smooth operations of the entire solution architecture to provide efficient services to all the users of the proposed System in an efficient and speedy manner; and
- p) Obtain a sign off from BSCDCL or its nominated agency at each stage as is essential to close each of the above considerations.

5. Transfer of risk and ownership of goods

- a) Subject to the terms of this Agreement, the IA shall sell, assign, convey, transfer and deliver to BSCDCL, and BSCDCL shall purchase, receive and accept from the IA, all right, title and interest in and to the Goods required to be provided by the IA as per the RFP. The IA shall not make any substitute for the goods of any other model, capacity, or manufacturer without the prior written consent of BSCDCL which consent shall not be unreasonably delayed or withheld.
- b) The IA shall arrange for delivery of the goods to the delivery / installation site identified by BSCDCL (the “Delivery Site” or “Installation Site”) as per the Timelines provided in the RFP unless otherwise notified by BSCDCL. In addition to paying all transportation charges for the goods, the IA shall insure, and pay all insurance charges for the goods till the time of transfer of title and ownership of goods to BSCDCL.
- c) Ownership of goods that are part of this Agreement shall not pass to BSCDCL unless and until the goods is accepted in accordance with the conditions of the Agreement and to the entire satisfaction of BSCDCL and an acceptance notification is provided by BSCDCL for to the IA. The IA shall execute such documents as may be required by BSCDCL for the transfer of title and ownership of goods. Upon transfer of ownership of the goods to BSCDCL, the IA shall treat such goods as Assets as detailed above in this Agreement.
- d) Notwithstanding the transfer of ownership of the goods to BSCDCL, the risk of loss in goods shall remain with the IA during the Term of the Agreement or till effective date of earlier termination of this Agreement.

6. Insurance

- 1. The IA should take a specific insurance policy from a Third party for the Project providing insurance coverage against loss of or damage to
 - a) Equipment or Assets procured or developed or re-used in whole or in part for fulfillment of obligations under this SA
 - b) The IA’s Assets and property used in the performance of the services, and

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

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

7. Change of Quantities

BSCDCL will have the option to increase (as per solution requirement) or decrease (to any extent) the quantities of equipment/material to be supplied by the IA on this Project. The change in scope of work (increase / decrease) will be governed by the Change Control Schedule mentioned in this RFP.

8. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the IA and BSCDCL.

9. Ownership of Equipment

- a) The infrastructure procured by the IA as part of the Project shall be the assets of BSCDCL during the Term of the Agreement.
- b) The system software licenses should be procured in the name of BSCDCL during the Term of the Agreement.

9.15 Project Acceptance

1. Audit, Access and Reporting

- a) The Parties shall comply with the Audit, Access and Reporting Schedule provided in Schedule to the SA.
- b) BSCDCL/ nominated agencies may carry out routine and periodic audits and inspections, by itself or through authorized representatives of the Project / Services related documents, data, locations, accounts, information at its own expense and cost after giving due notice to the IA; BSCDCL/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the IA in the process of such audits and inspections.
- c) BSCDCL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the IA of its obligations/functions in accordance with the standards committed to or required by BSCDCL and the IA undertakes to cooperate with and provide to BSCDCL/ any other agency appointed by BSCDCL, all documents and other details as may be required by them for this purpose.

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Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the IA failing which BSCDCL may, without prejudice to any other rights that it may have issue a notice of default.

- d) BSCDCL/ nominated agencies may carry out non-timetabled audits necessary as a result of an act of fraud by the IA, a security violation, or breach of confidentiality obligations by the IA.
- e) The IA shall provide to BSCDCL/ nominated agencies, or its representatives reasonable access to the employees, suppliers, agents, third party facilities, including leased premises used for the Project, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. Without prejudice to the foregoing, the IA shall allow access to BSCDCL or its nominated agencies to all information which is in the possession or control of the IA and which relates to the provision of the Services/deliverables and which is reasonably required by BSCDCL to comply with the terms of this clause. BSCDCL/ nominated agencies shall have the right to copy and retain copies of any relevant records at its own expense and cost. The IA shall extend full support to co-operate with them.
- f) All such audits shall be conducted upon a reasonable prior notice which shall not be less than 30 days.

2. Verification

BSCDCL/nominated agencies, shall have the right, as shall be reasonably necessary, to verify,-

- a) The security, integrity and availability of all BSCDCL data processed, held or conveyed by the IA on behalf of BSCDCL and the users and documentation related thereto;
- b) That the actual level of performance of the Services is the same as specified in the Service Level Agreement;
- c) That the IA has complied with the relevant technical standards, and has adequate internal controls in place; and
- d) The compliance of the IA with any other obligation under the SA and/or the Agreements.

3. Acceptance Criteria

All deliverables on this Project shall be reviewed and accepted in accordance with the following procedure:

- a) Notification of readiness of the deliverable/Solution shall be given in e-mail by the IA
- b) Soft copy (by e-mail) and two (2) printed drafts of the deliverable material (Reports

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attached with all three phases of this project) shall be submitted to BSCDCL by the Project Manager of the IA.

- c) BSCDCL will review the Deliverables and either accept the deliverable or provide feedback on changes to be done in writing within a reasonable period of time (2-3 weeks).
- d) The IA shall make the appropriate revisions and shall resubmit the updated final version to BSCDCL for their verification and feedback/acceptance.
- e) The deliverables submitted to the BSCDCL shall be deemed to have been accepted within 21 days of receipt of the deliverable if the customer puts such deliverable(s) to use in its business or does not communicate any feedback on such deliverable(s) within 15 days from the date of receipt of such Deliverable(s)
- f) The IA should strive to submit the deliverables/Progress of Project in parts for getting continuous feedback/review on the deliverables/Progress of Project. The IA should also engage with BSCDCL on a continuous basis through meetings (weekly till 6 months after Go-live and fortnightly after this period) and periodic workshops to ensure that progress may be reviewed and feedback provided from time-to-time.
- g) The IA should plan to submit the POC (Proof of Concept) of deliverables before the scheduled timelines to allow reasonable time for review and acceptance

4. Final testing and certification

The Project shall be governed by the mechanism of User Acceptance testing and certification to be put into place by BSCDCL, guided by the following principles:

- a) BSCDCL reserves the right to nominate a technically competent agency (“Project Management Agency”) for conducting User Acceptance testing and certification;
- b) Such Project Management Agency will lay down a set of guidelines following internationally accepted norms and standards for testing and certification for all aspects of Project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub- systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of this Agreement and the RFP
- c) The testing will be done in 2 stages:

Stage 1: Assessment and Partial Acceptance Testing

Once the Phase-1 system has been rolled out (planned timelines is T+ 60 days, where T is the date of issue of Letter of Award), the IA will notify BSCDCL so that the Partial Acceptance Test (PAT) may be assessed by BSCDCL’s Officers and Project Management

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Consultants. The Project Management Consultants would conduct various tests to assess the compliance of the PAT with the requirements of this Agreement and the RFP. The shortcomings identified by the Agency in the PAT completed by the IA will be notified by BSCDCL to the IA at the earliest instance through an appropriate process to facilitate corrective action. All gaps identified shall be resolved by the IA. This process shall be iterative till the PAT is 'Accepted' by the Project Management Agency. The IA agrees to take any corrective action required to remove all shortcomings. Only after the solution deployed by the IA at the PAT Site is 'Accepted' by the Project Management Agency will the system go ahead for milestone II.

Stage 2: Assessment and Acceptance of the final rollout

Once the Phase 1& 2 systems have been rolled out across all the required components (planned timelines T+7 months), the IA will notify BSCDCL so that the city-wide complete solution may be assessed by the authority. The procedure adopted thereafter will be similar to the procedure adopted for Acceptance of PAT.

The IA commits to provide all the requisite support and cooperation to BSCDCL for the completion of this assessment.

Such an involvement of and guidance by the Project Management Agency shall not, however, absolve the IA of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the Project to deliver the Services in perfect conformity with this Agreement

Irrespective of involvement of the Project Management Agency for Acceptance testing and certification, the IA agrees that the total responsibility for defect free operations of the System and of meeting the SLAs as laid out in this Agreement and this RFP is of the IA.

9.16 Representation and Warranties of IA

The IA represents and warrants to BSCDCL that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of information technology and business process management services;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) it has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;

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- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to BSCDCL's normal business operations;
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, audits obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) the information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l) no representation or warranty by it contained herein or in any other document furnished by it to BSCDCL or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of BSCDCL or its nominated agencies in connection therewith.

9.17 Project Finances

1. Terms of Payment

- a) Will be governed as mentioned in clause **Error! Reference source not found.** of RFP

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In consideration of the Services and subject to the provisions of the SA and SLA, the IA shall be eligible to receive payments from BSCDCL in accordance with the Terms of Payment Schedule of the SA subject always to the fulfillment by the IA of its obligations herein

- b) It is clarified here that BSCDCL will pay for the Services as cited in accordance with the Terms of Payment Schedule and BSCDCL would also calculate a financial sum and debit the same against the Terms of Payment as defined in the Payment Schedule as a result of the failure solely attributable to the IA to meet the service level defined in the Service Level Agreement, such sum being determined in accordance with the terms of the Service Level Agreement and subject to liquidated damages.
- c) Except as otherwise provided for herein or as agreed between the parties in writing, BSCDCL shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.
- d) No invoice for extra work/change order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/approved by BSCDCL in writing in accordance with the clause on Change Order.
- e) Save and except as otherwise provided for herein or as agreed between the Parties in writing, BSCDCL shall not be required to make any payments in respect of the goods, Services, the deliverables, obligations and Scope of Work mentioned in the RFP and this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including costs of infrastructure which is to be borne by the IA as per RFP, project costs, implementation and management charges and all other related costs including taxes.

2. Invoicing and Settlement

- 1. The IA will submit its invoices in accordance with the following principle:
 - a) Generally and unless otherwise agreed in writing between the parties or expressly set out in this SA or the Service Level Agreement, the IA shall raise an invoice for successful delivery of Services on a milestone basis till Go-live and on a quarterly basis after Go-live as per the Payment Schedule defined in section **Error! Reference source not found.** of this RFP
 - b) The invoice shall be submitted along with the necessary approval/signoff/acceptance/ certification provided by the BSCDCL or any of the nominated agency for the respective deliverables linked with the payment milestone, failing which BSCDCL reserves the right to reject the invoices.
 - c) Along with the invoice, the IA is required to submit the deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which BSCDCL reserves the right to reject the invoices.
 - d) Any invoice presented in accordance with this Schedule shall be in a form agreed with

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BSCDCL.

- e) Invoices shall be accurate and all adjustments (if any) to payments to be made to the IA shall be applied to the next payment invoice of the IA.
2. The IA shall waive any charge for a service that is not invoiced within six months after the end of the month in which the Terms of Payment as cited in the Terms of Payment Schedule relating to such service are authorized or incurred, whichever is later.
3. Subject to accomplishment of obligations of the IA and delivery of the goods, the solutions the deliverables and the services to the satisfaction of BSCDCL, payment shall be made by BSCDCL within reasonable time of the receipt of invoice along with supporting documents. Payments will be subject to deduction as agreed herein.
4. Notwithstanding anything contained in the forgoing clause, BSCDCL shall be entitled to delay or withhold payment of any invoice or part of it delivered by the IA where BSCDCL disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within reasonable time of receipt of the applicable invoice. Any exercise by BSCDCL under this clause shall not entitle the IA to delay or withhold performance of its obligations or delivery of goods/deliverables/services under this Agreement

3. Prices and Tax

The prices should be mentioned without any qualifications whatsoever and should include all taxes, duties, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately.

4. Currency of Payment

Payment shall be made in Indian Rupees only.

5. Tax

- a) BSCDCL or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the IA wherever applicable. The IA shall pay for all other taxes, duties or levies in connection with this SA, SLAs, and any other Project Engagement including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.

BSCDCL or its nominated agencies shall provide the IA with the original tax certificate of any withholding taxes paid by BSCDCL or its nominated agencies on payments under this SA within reasonable time after payment. The IA agrees to reimburse and hold BSCDCL or any of its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) arising out of deficiency (including penalties and interest) in payment of taxes at the IA's responsibilities. For purposes of this SA, taxes,

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duties or levies shall include taxes, duties, levies or GST incurred on transactions between and among BSCDCL and the IA. In the event of any increase or decrease of the rate of taxes and duties due to any statutory notification(s) during the Term of the SA, the consequential effect shall be to the account of BSCDCL. Service Tax can be included in the total bid price for purpose of evaluation. However the payment of service tax should be done on actuals in the event of any increase or decrease of any other levies, currency exchange rates etc. due to any statutory notification(s) during the term of the SA, the consequential effect shall be to the account of the IA. In case of change in service tax, the IA shall submit a formal request with necessary supporting documents to BSCDCL. BSCDCL shall verify these documents and if applicable and approved in writing by BSCDCL, the IA shall incorporate such changes into subsequent regular invoice for payment.

- b) The IA shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, IA's consultants etc. on account of payment received under this Agreement. The IA shall bear all corporate taxes, levied or imposed on the IA on account of payments received by it from BSCDCL for the work done under this Agreement. The IA shall bear all taxes and duties etc. levied or imposed on the IA under the Agreement including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from BSCDCL for work done under the Agreement. The IA shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the IA for works done under the sub-contracts in relation to this Agreement and BSCDCL will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the IA to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The IA shall also provide BSCDCL such information, as it may be required in regard to the IA's details of payment made by the BSCDCL under the Agreement for proper assessment of taxes and duties. The IA and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the IA's, sub-contractors' and the IA's personnel. The amount of tax withheld by the BSCDCL shall at all times be in accordance with Indian Tax Law and BSCDCL shall promptly furnish to the IA original certificates (Challans) for tax deduction at source and paid to the Tax Authorities. The IA agrees that it and its sub-contractors shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Agreement.
- c) The parties shall cooperate to enable each party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding use of out-of-city materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other party.

6. Liquidated Damages

The IA shall accomplish the Scope of Work under this Agreement as per the Timelines and as per the Service Levels as detailed in the RFP and in this Agreement. If the IA fails to achieve the Timelines or the Service Levels due to reasons attributable to the IA, the IA

shall be liable to pay liquidated damages as listed in this Agreement. In case the IA is not solely liable for the breach of the Timelines or the Service Levels, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the IA's extent of fault in such breach of the Timelines or the Service Levels. BSCDCL shall have the right to determine such extent of fault and liquidated damages in consultation with the IA and any other party it deems appropriate. Payment of liquidated damages shall not be the sole and exclusive remedies available to BSCDCL and the IA shall not be relieved from any obligations by virtue of payment of such liquidated damages. Liquidated damages will be capped to 5% of the Contract Price. If the liquidated damages cross the cap on liquidated damages as mentioned herein, BSCDCL shall have the right to terminate the Agreement for default and consequences for such termination as provided in this Agreement shall be applicable. Each of the Parties shall ensure that the range of the Services/deliverables under the SLA shall not be varied, reduced or increased except with the prior written agreement between BSCDCL and the IA in accordance with the provisions of Change Control set out in this Agreement.

9.18 Breach and Rectification

1. Events of Default by the IA and Breach of Contract

- i. The failure on the part of the IA to perform any of its obligations or comply with any of the terms of this SA shall constitute an event of default on the part of the IA. The events of default as mentioned above may include inter - alias the following
 - a) The IA has failed to adhere to any of the requirements of the SA and the RFP, or if the IA has fallen short of matching such standards/ targets as BSCDCL may have designated with respect to any task necessary for the execution of the scope of work under this SA and the RFP. The above mentioned failure on the part of the IA may be in terms of failure to adhere to timelines, standards, specifications, requirements or any other criteria as defined by BSCDCL in the SA and the RFP.
 - b) The IA has failed to remedy a failure to perform its obligations in accordance with the specifications issued by BSCDCL despite being served with a default notice which laid down the specific deviance on the part of the IA to comply with any stipulations or standards as laid down by BSCDCL
 - c) the IA or IA's Team has failed to conform with any of the service specifications as set out in the RFP or this Agreement or has failed to adhere to any amended direction, modification or clarification as issued by BSCDCL during the Term of this Agreement and which BSCDCL deems proper and necessary for the execution of the scope of work under this Agreement;
 - d) the IA has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP and this Agreement;
 - e) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the IA;
 - f) Undue delay in achieving the agreed timelines for delivering the services under this

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Agreement;

- g) The IA/ IA's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h) If the IA fails to comply with any final decision reached as a result of arbitration proceedings on issuance of a notice of not less than thirty (30) days.
- i) Quality of deliverables and services consistently not being to the satisfaction of BSCDCL.
- j) Where it comes to the IA's attention that the IA (or the IA's Team) is in a position of actual conflict of interest with the interests of BSCDCL, in relation to any of terms of the IA's Proposal, the RFP or this Agreement
- k) If the IA in the judgment of BSCDCL or any of its nominated agencies has engaged in corrupt or fraudulent practices in competing for or in executing this SA
 - I. Where there has been an occurrence of such events of defaults inter alia as cited above, BSCDCL shall issue a notice of default to the IA, setting out specific defaults/ deviances/ omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed
 - II. Where despite the issuance of a default notice to the IA by BSCDCL, the IA fails to remedy the default to the satisfaction of BSCDCL, the same shall be considered breach of Contract. BSCDCL reserves the right to terminate the Contract or where it deems fit, issue to the defaulting party another notice to take corrective action or proceed to adopt such remedies as may be available to BSCDCL.

2. Consequences for Events of Default

Where an event of Default subsist or remains uncured, BSCDCL shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be necessary to, inter alia, ensure smooth continuation of the Services and the project which the IA shall be obliged to comply with, which may include unilateral re-determination of the consideration payable to the IA under this Agreement. The IA shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Suspend all payments to the IA under the Agreement by written notice of suspension to the IA provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the IA to remedy such failure within a specified period from the date of receipt of such notice of suspension by the IA
- iii. Where BSCDCL deems it necessary, it shall have the right to require replacement of any of the sub-contractors with another suitable sub-contractor. The sub-contractor/ IA shall in such case terminate forthwith all their agreements/contracts, other arrangements with such sub-contractor and find out the suitable replacement for such outgoing subcontractor with another sub-contractor to the satisfaction of BSCDCL, who shall execute such contracts with BSCDCL as BSCDCL may require. Failure on the part of the IA to find a suitable replacement and/or terminate all agreements/contracts with such member, shall

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amount to a breach of the terms hereof and BSCDCL in addition to all other rights, have the right to claim damages and recover from the IA all losses/ or other damages that may have resulted from such failure.

- iv. Terminate the Agreement in full or in part.
 - v. Retain such amounts from the payment due and payable by BSCDCL to IA as may be required to offset any losses caused to BSCDCL as a result of such event of default and the IA shall compensate BSCDCL for any such loss, damages or other costs, incurred by BSCDCL in this regard. Nothing herein shall effect the continued obligation of the subcontractor / other members of its Team to perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the occurrence of the default.
 - vi. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the IA which may have resulted from such default and pursue such other rights and/or remedies that may be available to BSCDCL under law.
- a) Termination for convenience: BSCDCL may by giving the IA not less than 30 (thirty) days written notice of termination, terminate the agreement, in whole or in part. The notice of termination shall specify that termination is for BSCDCL's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.;

3. Effects of Termination

- a) The termination provisions set out in this SA shall apply mutatis mutandis to the Service Level SA.
- b) Upon termination of this SA, the parties will comply with the Exit management Schedule, as outlined in this SA.
- c) Upon the expiration or termination of this SA, IA shall undertake the actions set forth in this SA to assist BSCDCL to procure replacement services as provided hereunder:-
 - (i) In respect of IA third party Intellectual Property Rights, the IA undertakes to secure such consents or licenses for BSCDCL from such third parties as are necessary to enable BSCDCL or its replacement IA (any other agency that is selected for maintaining the system in place of the IA, if applicable) to receive services substantially equivalent to the Services hereunder.
 - (ii) The IA shall transfer to BSCDCL or its nominated agencies, in accordance with the terms of this SA, Assets or deliverables including the software, if any, (and including any data, ownership, source code and associated documentation which is the work product of the development efforts involved in the Implementation of Project) in which BSCDCL has the right, title and interest and that is in the possession or control of the IA as per provisions under Section 3.20.1 of this SA.
 - (iii) In the event of this SA being terminated earlier than the planned Term of the Agreement, the IA shall be eligible to receive payments as described in the Exit Management Schedule.

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- (iv) The IA's team and/or all third parties appointed by the IA shall continue to perform all their obligations and responsibilities as stipulated under this SA, and as may be proper and necessary to execute the scope of work under the SA in order to execute an effective transition and to maintain business continuity.
- (v) In the event that BSCDCL terminates this SA due to default or material breach of this SA on the part of the IA, then BSCDCL shall be entitled to invoke the Performance Bank Guarantee submitted for this Project and pursue such other rights and/or remedies that may be available to BSCDCL under law.
- (vi) The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of this SA that are expressly or by implication intended to come into or continue in force on or after such termination

4. Payments upon Termination

In the event of any termination of this SA in part or full, BSCDCL shall pay for the Services successfully rendered by IA prior to effective date of termination as per payment terms. Any and all payments under this clause shall be payable only after the IA has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of BSCDCL. In case of expiry of the Agreement, the last due payment shall be payable to the IA after the IA has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of BSCDCL.

9.19 Protection and Limitations

1. Warranties

The warranties and remedies provided in this Clause are in addition to, and not in derogation of, the warranties provided in the RFP and the two are to be read harmoniously.

a. Warranty for infrastructure/goods:

The IA warrants, covenants and represents to BSCDCL that,-

- a) For the Term of the Agreement on all the items supplied by IA as per requirements of the SA and the RFP, the IA would give comprehensive onsite warranty and support for all goods supplied for three years after the Go-Live as per the RFP extendable to another two years. The warranty would ensure that the goods/ articles would continue to conform to the standards and specifications as prescribed in the RFP for the entire duration of the Contract.
- b) That BSCDCL shall acquire good and clear title on the goods procured by IA pursuant to the RFP and the Agreement, free and clear of any and all charges and encumbrances and shall have right to uninterrupted use of such goods;
- c) All infrastructure procured by the IA for this Project adheres to the service level requirements as specified in the Agreement, SLA and the RFP. IT Infrastructure proposed by the IA which will not meet the minimum service level

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- requirements will be upgraded without any additional fee to BSCDCL.
- d) Ensure adequate regular supply of spare parts needed for a specific type of equipment.
 - e) None of the components and sub-components proposed for this Project are second-hand or used items.
 - f) None of the components and sub-components are declared "End-of-sale" by the respective OEM in next three years as on date of submission of Bid.
 - g) The IA should ensure that the proposed components and sub-components of the goods procured are supported by the respective OEM till 1 year after the End of Contract (Warranty Period). If the product/goods is not-supported by the OEM during the period mentioned for any reason, the IA will be required to replace the product with a suitable higher alternate for which support is provided by the OEM at no additional cost to BSCDCL and without impacting the performance or timelines of the Project.
 - h) All infrastructure procured by the IA for this Project is purchased within last two months from the date of deployment and documentary proof for warranty and proof of purchase (unless existing infrastructure is being reused) should be produced at the time of deployment of infrastructure
 - i) All infrastructure/goods procured by the IA for this Project is ready and functional before commencing any kind of services
 - j) All infrastructure/goods procured by the IA for this Project is compatible with infrastructure at cloud & mobile enablement.
 - k) None of the infrastructure/goods for this Project would be pledged/mortgaged/licensed by the IA.
 - l) That the infrastructure/ goods are free from defects in material and workmanship under normal use and that the infrastructure/ goods shall remain in good working order during the Warranty Period.
 - m) That the infrastructure/ goods are and shall remain throughout the Warranty Period eligible for maintenance under the OEM's standard maintenance agreement.
 - n) That the infrastructure/goods are fit for successfully implementing the Project.
 - o) IA warrants that the infrastructure/ goods supplied under this Agreement shall be of the highest grade and quality and consistent with the established and generally accepted standards of materials of this type. The infrastructure /goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Agreement, shall also be made available.

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- p) With respect to all third-party products and services purchased by IA for BSCDCL in connection with the provision of the Services, IA will pass through or assign to BSCDCL the available rights which IA obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable, but provided always that IA shall on a best efforts basis endeavor to obtain the assignment of such rights for the benefit of BSCDCL.

2. Warranty for Software:

The IA represents, warrants and covenants that on the Acceptance Date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the specifications laid down by BSCDCL. The IA also represents, warrants and covenants that the medium on which the Software is contained when delivered to BSCDCL will be free from defects in material or workmanship and shall be free from any viruses, bugs etc.

3. Warranty for Services:

The IA warrants that all services under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under this Agreement. The IA represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

4. BSCDCL shall promptly notify the IA in writing of any claims arising under this warranty clause.
5. Upon receipt of such notice, the IA shall, as soon as possible, repair or rectify defective goods or replace such goods with similar goods free from defect at IA's own cost and risk. Any goods/ infrastructure repaired or replaced by the IA shall be delivered at BSCDCL's premises without costs to BSCDCL. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to BSCDCL in case of breach of any warranty and are also not the sole and exclusive obligations on the IA in case of breach of any warranty.
6. The IA, having been notified, fails to remedy the defect(s) within a reasonable period, BSCDCL may proceed to take such remedial action as may be necessary, at the IA's risk and expense and without prejudice to any other rights which BSCDCL may have against the IA under the Agreement.
7. Notwithstanding anything contained in this Agreement, unless BSCDCL has otherwise agreed in writing, BSCDCL reserves the right to reject goods/infrastructure which do not conform to the specifications provided in the RFP.

8. Third Party Claims/ Indemnification

- a) The IA (the "Indemnifying Party") undertakes to indemnify BSCDCL and/or their nominated agencies, as the case may be, (the "Indemnified Party") from and against all claim from a third party due to losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful misconduct or lack of duty of care or breach of terms of this SA.
- b) the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any goods / deliverables/ services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.
- c) The indemnities shall be subject to the following conditions, namely:-
- i. The Indemnified Party, as promptly as possible, shall inform the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
The Indemnified Party shall, at the cost of the Indemnifying party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and staff provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its City Government Pleader or otherwise, in such defense;
 - ii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the indemnified party will be included in losses.
 - iii. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

9. Risk Purchase

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If the IA fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by BSCDCL due to breach of any obligations of the IA under this Agreement, BSCDCL reserves the right to procure the same or equivalent goods / services / deliverables from alternative sources at the IA's risk and responsibility. Any incremental cost borne by BSCDCL in procuring such goods /services/ deliverables shall be borne by the IA. Any such incremental cost incurred in the procurement of the such goods /services/ deliverables from alternative source will be recovered from the undisputed pending due and payable Payments / Bank Guarantee provided by the IA under this Agreement and if the value of the goods /services/deliverables under risk purchase exceeds the amount of Bank Guarantee, the same may be recovered, if necessary, by due legal process.

10. Limitation of Liability

- a) IA shall be liable to BSCDCL for loss or damage occurred or caused or likely to occur on account of any act of omission by IA or its employees, including loss caused to BSCDCL on account of defect in goods or deficiency in services or any other deliverables on the part of IA or its agents or any person / persons claiming through or under said IA. However, such liability of IA under this Agreement shall not exceed 100% of the Contract Price.
- b) Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.
- c) This limitation of liability provided in Clause (a) and (b) of 3.21.4 shall not limit the IA's liability for the indemnity obligations, confidentiality obligations and safety and security provisions as laid down in this Agreement as agreed in this Agreement.

11. Force Majeure

A. Definition of Force Majeure

The IA or BSCDCL, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

B. Force Majeure Events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

Is beyond the reasonable control of the affected Party;

- ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;

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- iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- v. may be classified as all or any of the following events:

- a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and adversely affect the performance of services by the IA under this Agreement;

- b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the IA's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the IA under this Agreement;

- c) industry wide strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the IA and which directly and adversely affect the timely implementation and continued operation of the Project; or

- d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the IA under this Agreement.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the IA under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking shall not be considered as arising due to forces of nature and shall not qualify under the definition of "Force Majeure". The IA will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

C. Notification procedure for Force Majeure

- i. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Agreement.

- ii. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

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D. Allocation of costs arising out of Force Majeure

i. Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

ii. Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:

a) Upon occurrence of an event mentioned in clause B (i), (ii), (iii) and (iv), the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

b) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant hereof.

E. Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

12. Confidentiality

- a) BSCDCL may permit the IA to come into possession of Confidential Information as per the needs of the Project and the IA (including its employees, contractors, agencies and representatives) shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. The IA shall use its best efforts to protect the confidentiality, integrity and proprietary of the Confidential Information. No member of IA's Team shall, without prior written consent from BSCDCL, make any use of any Confidential Information given by BSCDCL, except for purposes of performing this Agreement. Each member of IA's Team shall keep all the Confidential Information, provided by BSCDCL to them or their respective employees as confidential.
- b) Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities. The IA shall use Confidential Information only for executing Scope of Work under the Project.
- c) BSCDCL shall retain all rights to prevent, stop and if required take the necessary punitive

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action against the IA regarding any forbidden disclosure. BSCDCL reserves the right to adopt legal proceedings, civil or criminal, against the IA in relation to a dispute arising out of breach of obligation by the IA under this clause.

- d) The IA shall ensure that all its employees and agents execute individual non-disclosure Agreements, which have been duly approved by BSCDCL, with respect to this scheme.
- e) The aforesaid provisions shall not apply to the information which is:-
 - i. Already in the public domain;
 - ii. Which has been received from a third party who had the right to disclose the aforesaid information; and
 - iii. Is required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject;
 - iv. Independently developed by receiving party without the use of Confidential Information and without the participation of individuals who have had access to Confidential Information;
- f) When the IA is aware of any steps being taken or considered to compel legally the IA or an authorised person to disclose the Confidential Information, it shall:
 - i. to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - ii. promptly notify BSCDCL; and do anything reasonably required by BSCDCL to oppose or restrict that disclosure.
- g) The IA shall notify BSCDCL promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of BSCDCL.
- h) The obligations of confidentiality under this Agreement shall remain in force for the Term of the Agreement and shall survive for a period of five (5) years after expiry of the Term or earlier termination.
- i) Any Confidential Information disclosed by IA shall be treated as Confidential Information by BSCDCL on the same terms and conditions above as applicable to the Confidential Information of BSCDCL

13. Security and Safety

- a. The IA shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or any other Applicable Law, from time to time and follow the industry standards related to safety and security (including those as specified by BSCDCL from time to time), insofar as it applies to the provision of the services / deliverables under this Agreement.

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- b. The IA will comply with the directions issued from time to time by BSCDCL and the standards related to the security and safety, insofar as it applies to the provision of the services and deliverables.
- c. The IA shall also comply with IT security and standards and policies of BSCDCL and Government of India which is in force from time to time at each location of which BSCDCL makes the IA aware in writing in so far as the same applies to the provision of deliverables and services provided under the the SA and the RFP.
- d. The IA shall endeavor to report forthwith in writing to BSCDCL all identified attempts (whether successful or not) by unauthorized persons either to gain access to or interfere with BSCDCL data, facilities or Confidential Information.
- e. The IA shall report in writing to BSCDCL any act or omission which it is aware that could have an adverse effect on the safety and information technology security of the Project's facilities.
- f. The IA shall upon reasonable request by BSCDCL as the case may be or their nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.

9.20 Intellectual Property Rights

- a) **Products and fixes:** All COTS products and related solutions and fixes provided pursuant to this Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Such licenses shall be brought on behalf of and in the name of BSCDCL or mentioning BSCDCL as the end user of such licenses. The IA would be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to BSCDCL for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing. All intellectual property rights in any development/enhancement/customization etc. done on the COTS products pursuant to this Agreement shall be owned by BSCDCL. Bespoke development: Upon acceptance of any bespoke development as per this Agreement or RFP, the ownership of all IPR rights in any and all bespoke development done during the Term for implementation of the Project under this Agreement will lie with BSCDCL. The IA shall provide source code, object code and all other relevant materials, artefacts etc. of all bespoke development to BSCDCL and BSCDCL shall own all IPRs in them. All material related to such bespoke development shall be treated as confidential information by the IA. This will also include any developments on COTS.
- b) **Training and other materials:** The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training material) made during the Term for implementation of the Project under this Agreement will lie with BSCDCL.

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- c) **Pre-existing Rights:** All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, BSCDCL will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the IA as part of the Scope of Works under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- d) **Ownership of documents:** BSCDCL shall own all Documents provided by or originating from BSCDCL and all Documents produced by or from or for the IA in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by BSCDCL, the IA shall deliver to BSCDCL all Documents provided by or originating from BSCDCL and all Documents produced by or from or for the IA in the course of performing the Services, unless otherwise directed in writing by BSCDCL at no additional cost. BSCDCL shall not, without the prior written consent of BSCDCL store, copy, distribute or retain any such Documents.

9.21 Non-Solicitation

Neither party will, without the consent of the other party, employ or offer to employ (whether under a Contract of Service or under a Contract for Services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to the Project, during the subsistence of this SA and until a period of 12 months has expired after the termination or expiry of this SA. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

9.22 Change of Control

- a) In the event of a change of control of the IA during the Term, the IA shall promptly notify BSCDCL and/or its nominated agencies of the same.
- b) The Contract with the IA will get transferred to the surviving entity. In the event that the net worth of the surviving entity is less than that of IA prior to the change of control, BSCDCL or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Bank Guarantee furnished by the IA from a guarantor acceptable to BSCDCL or its nominated agencies (which shall not be IA or any of its associated entities). The value of Performance Bank Guarantee, if required to be revised, would be decided by BSCDCL at that time.
- c) If such a guarantee is not furnished within 30 days to BSCDCL or its nominated agencies requiring the replacement, or the surviving entity unable to execute the Contract in its fullest, BSCDCL may exercise its right to terminate the SLA and/ or this SA within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in this SA shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the IA shall not be deemed an event of a change of control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

9.23 Publicity

Neither Party shall use any name, trademark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of the other. Neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this SA or their subject matter, including in any promotional or marketing materials, referral lists or business presentations without written consent from the other party for each such use or release, such approval not to be unreasonably withheld or delayed provided however that the IA may include BSCDCL or its client lists for reference to third parties subject to the prior written consent of BSCDCL not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

9.24 Severability and Waiver

If any provision of this SA or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this SA or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 days.

Failure to exercise or enforce and delay in exercising or enforcing on the part of either Party to this SA or the SLAs of any right, remedy or provision of this SA or the SLAs shall not operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

Forbearance, indulgence or relaxations by any party at any time to require performance of any provision of this SA shall not in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this SA shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this SA.

9.25 Subcontractors

1. The IA shall not subcontract any work under the RFP and the Agreement without

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BSCDCL's prior written consent which may be withheld or denied by BSCDCL without assigning any reason. It is clarified that the IA shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The IA undertakes to indemnify the BSCDL and/or its nominated agencies from any claims on the grounds stated hereinabove. Notwithstanding the sub-contracting, the IA shall remain solely responsible for and liable for successful delivery of deliverables and accomplishment of the Project.

9.26 Arbitration and Dispute Resolution

- a) BSCDCL and the IA shall make every effort to resolve amicably by direct informal negotiations, any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof.
- b) If, after thirty (30) days from the commencement of such direct informal negotiations, BSCDCL and the IA have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.
- c) Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement shall be referred to a Sole Arbitrator to be appointed by mutual consent of both the parties herein . The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be held at Bhopal and disputes shall be subject to the exclusive jurisdiction of the courts in Madhya Pradesh
- d) All legal proceedings, if necessary, related to any of the parties shall be lodged in the court of appropriate jurisdiction and situated at Bhopal only.
- e) Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the Term of the Agreement, shall be decided as per the City Govt policy/ rules. In case rules/ policies do not provide any such situation, the issue will be referred for the arbitration as per the procedure mentioned in point c, above.
- f) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.

9.27 Conflicts of Interest

- a) The IA shall hold BSCDCL's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own BSCDCL interests. If during the period of this SA, a conflict of interest arises for any reasons, the IA shall promptly disclose the same to BSCDCL.
- b) The IA shall also cause its staff not to engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under or pursuant to this SA.

9.28 Non-Benefit of Commissions, Discounts

The payment to IA as mentioned in Payment Schedule shall constitute the IA's only payment in connection with this SA. The IA shall not accept for its own benefit any trade commission, discount or similar payment in connection with the activities pursuant to this SA or in the discharge of obligations hereunder, and the IA shall use its best efforts to ensure that any of the IA's Consultants, as well as the staff and agents of either of them, similarly shall not receive any additional payment.

9.29 Schedules

Change Control

This Schedule describes the procedure to be followed in the event of any proposed change to the Service Agreement (SA) or Service Level Agreement (SLA), or scope of work. Such change shall include, but shall not be limited to, changes in the scope of Services provided by the IA.

BSCDCL and the IA recognize that frequent change is an inevitable part of delivering Services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The IA will endeavor, wherever reasonably practicable, to effect change without an increase in the payment (Total Project Cost) as cited in the Terms of Payment Schedule and BSCDCL will work with the IA to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to

1. The Service Agreement
2. Service Level Agreement
3. Scope of work

9.30 Cost Control

Bill of Materials:

The Bill of Quantities will contain the requisite items and their estimated quantities for the project work to be done by the contractor.

Changes in the Quantities

The selected Bidder is bound to execute all the supplemental works that are found essential, incidental and inevitable during execution of project works.

The payment of rates for any supplemental items beyond the quantities estimated in the BoM will be regulated as under:

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- i. For quantities in excess of the proposed BoM, the Authority/PMA or any authorized official/agency nominated by the Authority shall validate the requirements and necessity of variations in quantity or extra items after due diligence, based on site conditions and work contingencies.
- ii. The recommendations of the PMA or any authorized official/ agency nominated by the Authority will be submitted to the Authority for its consideration and necessary approval.
- iii. For variation in quantities excess or less of the proposed quantity in BoM, the unit rates quoted by the bidder in price bid under form 2 of section 12 on mutually agreed terms and conditions shall be applicable.

Extra (New) Items: Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated by the Project Management Agency (PMA) and cleared by the Authority. The Contractor shall be bound to execute extra items of work as directed by the Authority. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Price Bid/ as per mutually agreed terms and conditions.

For new items which are beyond the scope of the BoM, the Project Management Agency (PMA) or any authorized official/ agency shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.

The bidder shall submit in writing well in advance at least 7 days before the Authority a citation of extra items if any that they need to initiate during the course of project works.

Payment Certificates:

The Bidder shall submit to the Authority monthly citation of the estimated value of the work completed less the cumulative amount certified previously.

The value of work executed shall be determined by the Authority.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Materials completed.

The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

1. Quotation

The IA shall assess the Change Control Note (CCN) and complete part B of the CCN as mentioned in this Section below. The IA shall consider the materiality of the proposed Change in the context of the Agreement, the Project implementation, operation and management SLA affected by the Change and the total effect that may arise from implementation of the Change. In completing part B of the CCN the IA shall provide as a minimum:

- a) A description of the change;

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- b) A list of deliverables required for implementing the change;
- c) A timetable for implementation;
- d) An estimate of cost implication of implementing any proposed change;
- e) Any relevant acceptance criteria;
- f) Material evidence to prove that the proposed change is not already covered within the scope of Work, SA or SLA.

2. Costs

Each party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process above. In the event the IA is unable to meet the obligations as defined in the CCN then the cost borne by BSCDCL for getting it done through any third party will be borne by the IA.

3. Reporting/Review

The status on the progress of the project and CCNs (if any) will be reported by IA to BSCDCL during the Project review meetings that will be held at regular intervals as decided by the Authority.

4. Obligations

The IA shall be obliged to implement any proposed Changes once approved from BSCDCL in accordance with this Change Control Schedule, within a time period agreed with BSCDCL in the CCN and with effect from the date agreed for implementation in the CCN.

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Format of the Change Control Note (CCN)

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Date of Initiation:		
Details of Proposed Change		
Authorized	by	
Name:		
Signature:	Date:	
Part B : Evaluation		CCN Number:
Change Control Note		CCN Number:
Brief Description of solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for implementation:		
Details of manpower to be provided if required		
Other Relevant Information:		
Authorized by the IA		
Name:		
Signature:	Date	

Part C : Authority to proceed		CCN Number :
Change Control Note		CCN Number :
Implementation of this CCN as submitted in part A, in accordance with part B is: (tick as appropriate)		

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Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For BSCDCL	For the IA
Signature	Signature
Name	Name
Title	Title
Date	Date

9.31 Exit Management Schedule

1. Purpose

1. This Schedule sets out the provisions, which will apply on expiry or termination of the Term of the Agreement and/ or earlier termination of the SA, and/ or the SLA for any reasons whatsoever.
2. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
4. The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the IA. The Exit Management Period ends on the date agreed upon by BSCDCL or six months after the beginning of the Exit Management Period, whichever is earlier.
5. During the Exit Management Period, the IA shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.

2. Transfer of Project

Assets

1. Before the expiry of the Exit Management Period, all Project Assets including the hardware, software, system software documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the specifications and standards set forth in the Agreement, RFP, and any other amendments made during the Term of the Agreement;
2. Before the expiry of the exit management period, the IA will deliver relevant records and

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reports pertaining to the Project and/or BSCDCL and its design, implementation, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the divestment date;

3. The IA will provide the BSCDCL with a complete and up to date list of the Assets to be transferred to BSCDCL within 30 days of start of Exit Management Period.
4. The outgoing IA will pass on to BSCDCL and/or to the replacement IA (if engaged by BSCDCL), the subsisting rights in any leased properties/ licensed products on terms not less favorable to BSCDCL/ replacement IA, than that enjoyed by the outgoing IA.
5. Even during the Exit Management period, the IA's team and/or all third parties appointed by the IA shall continue to perform all their obligations and responsibilities as stipulated under this SA, and as may be proper and necessary to execute the scope of work under the terms of the SA in order to execute an effective transition and to maintain business continuity.
6. The IA complies with all other requirements as may be prescribed under applicable laws to complete the divestment and assignment of all the rights, title and interest of the IA in this Project free from all encumbrances absolutely and free of any charge or tax to BSCDCL or its nominated agencies or the replacement IA as the case may be.

3. Payments during Exit Management Period

1. Payment to the outgoing IA shall be made to the tune of last set of rendered Services / deliverables (including parts thereof) as cited in the terms of Payment Schedule, subject to SLA requirements. Without prejudice to any other rights, BSCDCL may retain such amounts from the payment due and payable by BSCDCL to the IA as may be required to offset any losses, damages or costs incurred by BSCDCL as a result of the termination of IA or due to any act/omissions of the IA or default on the part of IA in performing any of its obligations with regard to this SA.
2. Nothing herein the Exit Management Schedule shall restrict the right of BSCDCL to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to BSCDCL under law.

4. Knowledge Transfer

During the Exit Management period:

1. The selected IA will be required to provide necessary handholding and transition support to BSCDCL's staff or its nominated agency or replacement IA. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
2. The IA shall permit BSCDCL and/or any replacement IA to have reasonable access to its employees and facilities as reasonably required by BSCDCL to understand the methods of delivery of the Services employed by the IA and to assist appropriate knowledge transfer.

5. Transfer of Confidential Information and Data

1. The IA will promptly on the commencement of and during the exit management period supply to BSCDCL the following:
 - i. Documentation relating to BSCDCL's Intellectual Property Rights;
 - ii. BSCDCL data and Confidential Information;
 - iii. All current and updated Project data as is reasonably required for the purposes of BSCDCL or its nominated agencies transitioning the Services to its replacement IA or its nominated agencies in a readily available format nominated by BSCDCL;
 - iv. All other information (including but not limited to documents, records and Agreements) held or controlled by the IA which they have prepared or maintained in accordance with the Master Services Agreement, the Project implementation, and the SLA relating to any material aspect of the Services (whether provided by the IA) or as is reasonably necessary to effect a seamless handover of the Project to BSCDCL or its nominated agencies or its replacement IA.
2. Before the expiry of the exit management period, the IA shall deliver to BSCDCL all new or updated materials from the categories set out above and shall not retain any copies thereof.
3. For the purposes of this Schedule, anything in the possession or control of IA or its associated entity is deemed to be in the possession or control of the IA.
4. Before the expiry of the exit management period, unless otherwise provided under the Agreement, BSCDCL shall deliver to the IA all forms of IA Confidential Information, which is in the possession or control of BSCDCL or its users.

6. Employees

1. Promptly on reasonable request at any time during the Exit Management Period, the IA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to BSCDCL a list of all employees (with job titles) of the IA dedicated to providing the Services at the commencement of the exit management period;
2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the Contracts of employment from the IA to BSCDCL or its nominees, or a replacement IA ("Transfer Regulation") applies to any or all of the employees of the IA, then the parties shall comply with their respective obligations under such Transfer Regulations.
3. To the extent that any Transfer Regulation does not apply to any employee of the IA, BSCDCL, or its replacement IA may make an offer of employment or Contract for services to such employee of the IA and the IA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by BSCDCL or any replacement IA.
4. Promptly on reasonable request at any time during the Exit Management Period, the

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IA shall, facilitate training and knowledge transfer for BSCDCL and/or any replacement IA as reasonably required for understanding the methods of delivery of the Services employed by the IA.

7. Transfer of Certain Agreements

On request by the BSCDCL, the IA shall effect such assignments, transfers, licenses and sub-licenses as the BSCDCL may require in favour of BSCDCL, or its replacement IA in relation to any equipment lease, maintenance or service provision agreement between IA and third party lessors, vendors, and which are related to the Services and reasonably necessary for the carrying out of replacement services by BSCDCL or its replacement IA.

8. Rights of Access to Premises

At any time during the Exit Management Period, where Assets are located at the IA's premises, the IA will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) BSCDCL, and/or any replacement IA in order to make an inventory of the Assets. The IA shall also give the BSCDCL or its nominated agencies, or any replacement IA right of reasonable access to the IA's premises and shall procure BSCDCL or its nominated agencies and any replacement IA rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to BSCDCL or its nominated agencies, or a replacement IA.

9. Exit Management Plan

1. The IA shall provide BSCDCL with an Exit Management plan which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the Project implementation, and the SLAs.
 - a) A detailed program of the transfer process that could be used in conjunction with a replacement IA including details of the means to be used to ensure continued provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;
 - b) Plans for the communication with any of the IA's staff, suppliers, customers and any related third party as are necessary to avoid any detrimental impact on BSCDCL's operations as a result of undertaking the transfer;
 - c) (if applicable) Propose arrangements for the segregation of the IA's networks from the networks employed by BSCDCL in general and identification of specific security tasks necessary at termination;
 - d) Plans for provision of contingent support to BSCDCL and replacement IA for a reasonable period after transfer.
3. This Exit management plan shall be furnished in writing to BSCDCL or its nominated

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agencies within 90 days from the date of signing of the Agreement.

10. Transfer Cost

The IA shall pay all costs (transfer costs, stamp duty etc.) as applicable to meet the requirements of this Exit Management Schedule.

9.32 Terms of Payment

- a) This Project is planned to be implemented as a service complete with all the components and infrastructure required for delivery of the envisaged activities of the Project. The IA will sign SLA with BSCDCL covering all the Services required and will be compensated for such Services, subject to the performance of the system as reflected by the SLA metrics defined in the Agreement and/or the RFP between the IA and BSCDCL.
- b) The entire cost for establishing, operating and maintaining the Project for the Term of the Agreement will be borne by the IA and factored in the Price Bid submitted in response to the RFP.
- c) The Total Project Cost quoted in the Price Bid should cover all costs anticipated by the IA, on the basis of requirements listed in the RFP.
- d) The IA will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal, but are required to meet the SLAs or any other requirements as cited in the RFP. No additional payment for these components would be made to the IA.
- e) The IA would be paid as per the milestones given in the Terms of Payment Schedule.

1. Additional Costs

- a) BSCDCL shall make payments to the IA at the times and in the manner set out in the Terms of Payment Schedule subject always to the fulfillment by the IA of the obligations herein.
- b) All payments shall be made after adjustments required for any SLA based penalties.
- c) No invoice for extra work/charge order on account of change order will be submitted by the IA unless the said extra work /change order has been authorized/ approved by BSCDCL in writing in accordance with Change Control Schedule of the SA.
- d) BSCDCL shall make payments after withholding tax deductible at source as appropriate.

2. Taxes and Statutory Payments

- a) All payments agreed to be made by BSCDCL to the IA in accordance with the RFP shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable.

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- b) The IA shall bear all personal/income taxes levied or imposed on its staff, vendor etc. on account of payment received under this Contract. The IA shall bear all income/corporate taxes, levied or imposed on the IA on account of payments received by it from BSCDCL for the work done under this Contract.

9.33 Audit, Access and Reporting Schedule

The Parties shall comply with the Audit, Access and Reporting Schedule. The IA shall, on request, allow access to BSCDCL, and its nominated agencies to all information which is in the possession or control of the IA, which relates to the provision of the Services as set out in the SA and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

1. Purpose

This Schedule details the audit, access and reporting rights and obligations of BSCDCL and the IA under the Master Services Agreement, and/or SLA and any other agreements that are entered into simultaneously with this Agreement or subsequently.

2. Audit Notice and Timing

1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavors to agree to a timetable for routine audits prior to the Go-Live of the Solution and post Go-Live. Once a time-table for routine audits has been agreed, BSCDCL or its nominated agencies shall conduct audits in accordance with such agreed timetable and shall not be required to give the IA any further notice of carrying out such audits.
2. BSCDCL or its nominated agencies may conduct non-timetabled audits at their own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the IA, a security violation, or breach of confidentiality obligations by the IA, provided that the requirement for such an audit is notified in writing to the IA, a reasonable time period prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based.
3. BSCDCL or its nominated agencies shall endeavor to conduct such audits to minimize inconvenience and disturbance to the IA.
4. In addition to the above, there will be audits conducted by statutory bodies as and when they are required to do it. Notwithstanding any condition given in the SA, IA will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artifacts of the Project as required by them and approved by BSCDCL, in writing.
5. During any such audits conducted by BSCDCL or any other agency nominated by BSCDCL, if any unlawful, fraudulent activities are identified, BSCDCL shall terminate

the contract.

3. Access

The IA shall provide BSCDCL reasonable access to employees, subcontractors, suppliers, agents, third party facilities, including leased premises used for any activity of “Implementation of Smart Classroom Solution” Project as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. BSCDCL shall have the right to copy and retain copies of any relevant records. The IA shall make every reasonable effort to co-operate with them.

4. Audit Rights

The BSCDCL shall have the right to audit and inspect suppliers, agents, third party facilities, including leased premises used for the Implementation of the Project which may include but not limited to Helpdesk, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as necessary to verify:

1. The security, integrity and availability of all BSCDCL data processed, held or conveyed by the IA on behalf of BSCDCL and documentation related thereto;
2. That the actual level of performance of the services is the same as specified in the SLAs;
3. That the IA has complied with the relevant technical standards, and has adequate internal controls in place; and
4. The compliance of the IA with any other obligation under the Service Agreement and SLA.

For the avoidance of doubt the audit rights under this Schedule shall not include access to the IA's profit margins or overheads associated with any obligation under the Service Agreement.

5. Audit Rights of Suppliers and Agents

The IA shall use reasonable endeavors to allow audit and access provisions with suppliers and agents who supply labor, services, equipment or materials in respect of the services. The IA shall inform BSCDCL prior to concluding any supply agreement of any failure to achieve the same rights of audit or access.

6. Action and Review

Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to BSCDCL and the IA's Project Manager in the form of an Audit report. The IA shall address any identified gaps and issues identified during the Audit process to the satisfaction of BSCDCL and the auditing agency within thirty (30) days from the date of notification of the said Audit report.

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7. Records and Information

For the purposes of audit in accordance with this Schedule, the IA shall maintain true and accurate records in connection with the provision of the Services and the IA shall handover all the relevant records and documents upon the termination or expiry of the Contract.

10. ANNEXURE -1 Total Summary Sheet for three cities

City	No Of Schools	Total Smart Classrooms	Total Digital/Computer Labs	Total Science Labs	Total Digital Library/Assessment Center
Bhopal	10	142	10	30	10
Sagar	10	108	10	30	10
Satna	7	126	7	21	7
Total	27	376	27	81	27

11. ANNEXURE -2 List of Schools in Bhopal

Name Of School	Year Of Establishment	Add. Of School	Pri/Midd/Sec	Boy/Girl/Co-Ed	No. Of Teacher	Total Student			No. Of Classroom
						Total	Girl	Boy	
Govt HSS Misrod	2001	Near Police Thana Misrod	Middle	Co-Ed	6	155	70	85	5
			HSS	Co-Ed	13	43	27	196	11
Govt. Hamidia Ghss No. 2 Phool Mahal	1975	Mp Govt.	Sec	Girl	21	239	210	29	18
Govt. Girls Hss Station	1951	Near Bajaria Thana Station Road Bhopal	Hss	Girl	19	300	300	0	12

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Govt Girls Hss Sultania		Shajanabad Bhopal	Govt. Secondary	Girl	22	386	386	-	10
Govt Raja Bhoj Hss Bhopal	1984	Raja Bhoj Hss 1100 Qtr. Bhopal	Sec	Co-Ed	26	415	202	213	13
Govt HSS Naveen Arera Colony	1973	E 4 Arera Colony	Sec	Co-Ed	22	253	90	163	12
Govt. HSS Vidhya Vihar	1956	Professor Colony	Middle	Co-Ed	26	148	89	59	13
			HSS	Girl		199			
Govt. Hss Boys Bairagarh	1953	Bairagarh	Sec	Boys	20	368	0	368	12
Govt. Mahatma Gandhi Hss	1965	Barkheda Bhel	Pri.Mid /Sec	Co-Ed	35	630	123	507	27
Govt. Sarojini Naidu Hss	1969	Shivaji Nagar Bhopal	Middle	Girl	5	190	190	0	4
			HSS	Girl	30	678	678	0	13

12. ANNEXURE -3 List of Schools in Sagar

S. No.	Name of School	Year of Establishment	Ownership (Govt./Private)	Sec/Sr.Sec/Middle/Pri mary	Boys/ Girls/Co-ed	No. of teachers	Total No.of Students			No .of Class rooms	Total Support Staff
							Total	Girls	Boys		
1	GOVT HSS EXCELLENCE	NA	GOVT	SR. SEC.	CO-ED	48	1194	503	691	20	7

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	SAGAR										
2	GOVT HSS GIRLS, MLB. NO.1, BUS STAND ,SAGAR	NA	GOVT	SR. SEC.	GIRLS	66	17 17	17 17	0	24	7
3	GOVT HSS GIRLS, PT. RAVIS HANKAR, SAGAR	NA	GOVT	SR. SEC.	GIRLS	43	11 60	11 60	0	19	6
4	GOVT HSS BOYS, MORAJI LAXMI PURA, SAGAR	NA	GOVT	SR. SEC.	BOYS	23	81 7	0	81 7	12	3
5	LOCAL BODY HSS BOYS, PT. MOTILAL NEHRU, KATARA WARD, SAGAR -46323	NA	GOVT	SR. SEC.	BOYS	17	17 5	0	17 5	11	6
6	GOVT HS BOYS, KAKA	NA	GOVT	HIGH	CO-ED	3	11 3	32	81	3	0

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	GANJ, SAGAR										
7	GOVT HS KANE RA DEV, SAGAR	NA	GOVT	HIGH	CO- ED	9	15 6	65	91	3	0
8	GOVT MS GIRLS, KAKA GANJ, SAGAR	NA	GOVT	MIDDLE	GIR LS	11	19 0	19 0	0	6	1
9	GOVT MS SUBH ASH NAGA R, SAGAR	NA	GOVT	MIDDLE	BOY S	10	15 8	0	15 8	4	1
10	GOVT PS GIRLS, KAKA GANJ, PANT NAGA R, SAGAR	NA	GOVT	PRIMARY	CO- ED	5	12 7	8 0	47	6	1

13. ANNEXURE -4 List of Schools in Satna

S. N o.	Name of School	Year of Estab lish ment	own ershi p (Got. /Priv ate)	See/Sr.Se e/Middle/ Primart	Boys/ Girls/ Co-ed	No . of Te ac he rs	Total No. of Student			No. of Clas sro ms	To tal Su pp or t St aff
							T ot al	G ir ls	B o y s		

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1	Govt. HSS Venkat No. 1 Satna	1886	Govt.	Sr.Sec	Co-ed	35	14 0 4	3 4 2	16 0 2	30	13
2	Govt. Girls HSS MLB Satna	1992	Govt.	Sr.Sec	Girls	31	17 91	17 91	0	25	8
3	Govt. Girls Dhawari	1973	Govt.	Sr.Sec	Girls	31	16 16	16 16	0	20	7
4	Govt. HSS Venkat No. 2 Satna	1966	Govt.	Sr.Sec	Co-ed	20	12 26	0	12 2 6	21	11
5	Govt. HSS Ghoordang	1989	Govt.	Sr.Sec	Co-ed	10	3 0 6	3 0 6	4 4 6	11	8
6	Govt. Girls HSS Sindhi Camp	1987	Govt.	Sr.Sec	Girls	8	31 6	31 6	0	10	6
7	Govt. HSS Bagha	1952	Govt.	Sr.Sec	Co-ed	9	32 7	14 4	18 3	9	6

14. ANNEXURE -5 Draft Tripartite Services Agreement

[On stamp paper of appropriate value]

This Tripartite Services Agreement (Agreement) is entered into this ____ day of _____ 201__, having an effective date _____ (Effective Date) by and between the following parties. Supplier, Confirming Party and Customer are individually referred to as “Party” and collectively, the “Parties”:

Customer Entity:	Supplier Entity:	Confirming Party Entity:
Customer Registered/Business Address:	Supplier Registered/Business Address:	Confirming Party Corporate office /Business Address:
Customer Contact:	Supplier Contact:	Confirming Party Contact:

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Customer Notice Address:	Supplier Notice Address:	Confirming Party Notice Address

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For and on behalf of the President of India, the Customer	For and on behalf of Supplier	For and on behalf of Confirming Party
Witness:	Witness:	Witness:

WHEREAS:

A. The Customer had issued Request For Proposal (the “RFP”) in respect of as per RFP No. _____ (the “Project”) to which the Consortium (defined hereinafter) had submitted its response/bid to the said RFP;

B. The Customer awarded the work in favour of Consortium in respect of the Project and the Customer and the Consortium had entered into an Agreement dated _____ related thereto (Customer Agreement with Consortium, as further defined hereinafter);

C. Pursuant to the aforementioned Customer Agreement with Consortium, the Customer awarded COF in favour of Supplier for the supply of Services which has been accepted by the Supplier;

D. The Parties now wish to enter into this Agreement to record the terms and conditions on the basis of which the Services would be provided by the Supplier to the Customer and the roles and responsibilities of Confirming Party, if any, in connection therewith. Notwithstanding the provisions of Section _____ of Customer Agreement With Consortium, terms of the Customer Agreement with Consortium shall apply to the Supplier only to the extent applicable to Supplier’s scope of Services with respect to the Project.

1. DEFINITIONS

Capitalized terms used in this Agreement but otherwise not defined shall have the following meaning:

“**Consortium**” means (for the purposes of this Agreement) the consortium between, *inter alia*, the Supplier and the Confirming Party as per consortium agreement dated _____, including any amendments thereto, (“Consortium Agreement”) for jointly submitting the consortium proposal to the Customer in response to the Customer's RFP.

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“Customer” means the entity defined above. For the purposes of all remedies and limitations of liability set forth in this Agreement, Customer means Customer, its Affiliates and its and their employees, directors, officers, agents and representatives.

“Customer Agreement With Consortium” means agreement dated _____ in respect of the Project to which the Customer and Consortium are parties.

“Customer Order Form” or **“COF”** - means the purchase order dated _____ (including amendments thereto) for Service issued by Customer and accepted by Supplier setting out matters relating to Supplier's delivery of Services to Customer.

“Customer Premises” means the location or locations occupied by Customer or Customer's End Users (as applicable) to which Service is delivered.

“End User” means any person or entity deriving or making use of the Services through Customer including but not limited to, Customer, an Affiliate of Customer, an authorized vendor of Customer or a customer of Customer.

“Service Schedules” means the scope of work in respect of Services as set out in the Consortium Agreement which is incorporated into this Agreement by way of this reference.

“Services” means _____ set forth in the Consortium Agreement with respect to scope identified in Annexure A, B and C of the Consortium Agreement. For avoidance of doubt, internet services (as specified in Consortium Agreement) are excluded from the scope of Services.

“Service Fees” means the charges payable by Customer for the Services (including but not limited to monthly recurring charges and non-recurring charges) as identified in the COF(s) and Service Schedules and the Customer Agreement with the Consortium.

“Supplier” means the entity named above or in a COF, as applicable. For the purposes of all remedies and limitations of liability set forth in this Agreement, Supplier means Supplier, its Affiliates and its and their employees, directors, officers, agents and representatives.

2. SERVICES

2.1 The Supplier agrees to provide the Services as per the Service Schedules, in accordance with the terms and conditions of the Customer Agreement with the Consortium to the extent such terms and conditions apply to the Supplier's provision of the Services. Confirming Party confirms that the Services Schedule covers the entire scope of Services to be provided by the Supplier under the Customer Agreement with the Consortium.

2.2 Term/Service Fees. This Agreement shall become effective on the Effective Date and shall be co-terminus with Customer Agreement with the Consortium.

2.3 Payment. Supplier will commence invoicing for Services as per the applicable payment terms of the Customer Agreement with Consortium. Invoices raised by Supplier shall be vetted and approved by the Confirming Party. Payment shall be made by the Customer to Supplier against the invoices duly vetted and approved by the Confirming Party for the Services in accordance with the payment terms mentioned in the Customer

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Agreement with Consortium, to the bank account designated by Supplier from time to time. Unless otherwise specified in the COF, all amounts shall be invoiced and paid in INR. Payment shall be made after deducting liquidated damages/penalties (related to Services to be supplied by the Supplier) taxes etc. as per the terms and conditions of the Customer Agreement with the Consortium.

3. RESALE AND USE OF SERVICES

3.1 Resale of Services. Customer shall not have any right to market and/or re-brand the Services purchased by it as its own product and services or to resell the Services to third parties unless it has all required legal and/or regulatory licenses and consents from all relevant Governmental Authorities. Customer shall strictly comply with all the legal and/or regulatory licenses and consents from all relevant Governmental Authorities with respect to any permitted resale of Services. Customer shall be solely responsible and liable for any misuse of Services by Customer's customers or any third parties in respect of Customer's resale of Services.

3.2 Customer's Obligation. In the event Customer resells the Services to a third party, it shall do so only under the conditions that (i) any and all of such third party's acts and omissions (including any failure by the third party to comply with any applicable law rule or regulation in the jurisdiction in which it uses or resells the Services) shall be attributable to Customer for the purposes of this Agreement; (ii) any resale or sublicense by Customer of the Services shall not relieve Customer of its obligations under any applicable Order Form or this Agreement; and (iii) such third party waives any liability by Supplier in connection therewith.

4. LIMITATION OF LIABILITY

4.1 Damages. Notwithstanding any other provision hereof or any other agreement, neither Customer nor Supplier shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages including any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions of its employees or agents, and regardless of whether such Party has been informed of the possibility or likelihood of such damages.

5. MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed by the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at Ujjain in Madhya Pradesh and any court of appeal therefrom.

5.2 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or

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enforcement of any such or other right on any later occasion.

5.3 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, sent by overnight courier, email (with confirmation of delivery and followed up by registered post) or facsimile (with confirmation of delivery), at the addresses set forth on the Cover Page and/or the applicable COF or at such other address as may hereafter be furnished by either Party to the other by notice in accordance herewith. Such notice or communication will be deemed to have been given as of the date it is delivered, emailed, or faxed, as applicable.

5.5 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

5.6 Dispute Resolution – Any dispute with respect to this Agreement shall be resolved as per the dispute resolution provisions agreed in the Customer Agreement with the Consortium.

5.7 Entire Understanding. This Agreement along with the Customer Agreement With the Consortium, Service Schedule, Consortium Agreement and COF constitutes the entire understanding of the Parties related to the subject matter hereof. As per clause 1.3 (e) of the Customer Agreement with the Consortium, this Agreement forms an integral part of the Customer Agreement with the Consortium. Except to the extent otherwise agreed in this Agreement, all terms and conditions of the Customer Agreement with the Consortium shall mutatis mutandis apply to this Agreement. This Agreement is without prejudice to (i) any rights that the Customer may have against the Confirming Party under the Customer Agreement with the Consortium and (ii) any and all obligations that the Confirming Party has under the Customer Agreement with the Consortium.

5.8 Amendment. This Agreement may be amended only in writing signed by a duly authorized representative of each of Confirming Party, Supplier and Customer.