



**TAMIL NADU TEXTBOOK AND EDUCATIONAL
SERVICES CORPORATION**

TENDER DOCUMENT

for

Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)

1.	ADVERTISED ON	:	23.06.2018
2.	PRE-BID MEETING	:	04.07.2018 at 11.00 AM
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	24.07.2018 at 3.00 PM
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	24.07.2018 at 3.30 PM

TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

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TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE (SITC&M) OF SMART CLASS ROOMS IN 3000 GOVERNMENT PRIMARY AND MIDDLE SCHOOLS IN RURAL AREAS OF TAMIL NADU

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TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

1. SCOPE OF TENDER

Introduction:

1.1. In order to implement the announcement of the Hon'ble Chief Minister pertaining to **establishment of Smart Class Rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)**, the Tamil Nadu Textbook and Educational Services Corporation, hereinafter, called as the Corporation, has been entrusted with the task of procurement of smart boards and projectors/all in one device, tablets/computers with required accessories for establishing Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) in Tamil Nadu State, in accordance with the procedures laid down in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

1.2. The Tamil Nadu Textbook and Educational Services Corporation has proposed to procure smart boards and projectors/all in one device, tablets/computers with required accessories for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) for Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) in Tamil Nadu State by entering into Rate Contract as per specifications laid down in the Tender Documents.

1.3. The successful Tenderer shall be empanelled to Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of the Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) in Tamil Nadu State in the manner specified in the Tender Document.

1.4. The successful Tenderer shall work closely with the Government of Tamil Nadu and the Tamil Nadu Textbook and Educational Services Corporation in achieving the scheduled targets.

Name of the Work:

Tenders are invited from reputed and experienced **organizations/Institutions** for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Classrooms (Smart Board, Projector, Audio System, Tablets for Teachers/all in one device, Tablets for Students, Wifi Router and other required peripherals and softwares) in 3000 Government Primary and Middle Schools in rural areas in the State of Tamil Nadu.

- i. To supply brand new hardware and connected accessories must be in working conditions & as per minimum specifications given in this Tender Document in Chapter -7, although Tenderer is free to provide higher configuration as well in the specified 3000 Government Primary and Middle Schools in rural areas for a period of 5 years on SITC&M model.
- ii. To set up a Smart Class Rooms with required hardware items/software and connected accessories as per specifications provided in Chapter -7.
- iii. The Tenderer would be required to Supply, Installation, Testing, Commissioning and Maintenance of the Smart Class Rooms for a contract period of 5 years.
- iv. In case additional hardware or upgrade is required in order to maintain the service levels, then Tenderer shall procure / upgrade the same with no additional cost to DEE/Corporation.
- v. To Operation and Maintenance of the entire Smart Class Rooms in working condition during the contract period of 5 years in SITC&M model.
- vi. The Tenderer shall have to provide a detailed Bill of Material (BOM) with model numbers of each and every hardware along with the bid in the formats provided in the annexures.

vii. The Tenderer shall have to provide a technical compliance sheet for all hardware and software defined in this Tender and as mentioned in Chapter -7 along with technical bid.

The Tenderer will be required to procure the infrastructure (IT hardware, system software etc.) as per the requirements and specifications in order to provide the services as indicated in the tender for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class Rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of ICT scheme in Tamil Nadu. Although the minimum hardware required and the minimum specifications for the same have been provided in the Chapter-7, the Tenderer will have to carefully study the complete project requirements from the viewpoint of the software applications, functions to be carried out, services to be delivered, connectivity, future growth, operations and maintenance and then come up with the actual requirements of hardware and networking.

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2. NOTICE INVITING TENDERRc.No.529/EDP/2017

Sealed tenders are invited from the **reputed and experienced organizations/institutions** for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class Rooms in 3000 Government Primary and Middle Schools in rural areas in Tamil Nadu to facilitate learning of subjects with aid of ICT. **National** bidding will be conducted under two cover system confirming to Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.

1.	Name of the work	:	Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class Rooms in 3000 Government Primary and Middle Schools in rural areas in Tamil Nadu to facilitate learning of subjects with aid of ICT. The details are available in the Tender document.
2.	Cost of Tender Document	:	Rs.15,000/- inclusive of GST. Payable in the form of Demand Draft/Pay Order drawn from a Nationalised /Scheduled Bank in favour of “ Tamil Nadu Textbook and Educational Services Corporation ” payable at Chennai.
3.	Tender Documents Available at	:	i) Assistant Director (ICT) , Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 1 st floor, 68, College Road, Chennai-600 006. ii). The same may also be downloaded free of cost from the following websites: a) http://www.textbookcorp.tn.nic.in b) http://www.tenders.tn.gov.in
4.	Sale period of Tender Document	:	On all working days from 23.06.2018 to 23.07.2018 between 10 a.m. and 5.00 p.m.

5.	Earnest Money Deposit (EMD)	:	Rs.15,58,000/- (Rupees Fifteen Lakhs Fifty Eight Thousand Only)
6.	Date of Pre-Bid Meeting	:	04.07.2018 at 11.00 a.m
7.	Last Date and Time for Submission of Tender	:	24.07.2018 upto 03.00 p.m
8.	Due date and time for opening of Technical Bids	:	24.07.2018 at 03.30 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day.
9.	Contract Period	:	Five Years from the date of entering into agreement.

Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.

The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit. The Managing Director, Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel / reject all the tenders received without giving any notice or assigning any reason.

The Tenderers are requested to view the above Websites for any changes / amendments / corrigendum in the Tender which may be issued upto 2 days before the last date for submission of the Tender.

Managing Director,
Tender Inviting Authority,
Tamil Nadu Textbook and Educational
Services Corporation,
Chennai – 600 006.

3. Special Instruction for submission of Technical Bids & Check List

- 3.1.** All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated to the Corporation with office seal without any omission.
- 3.2.** The notarized copies of performance certificate and Bankers certificates enclosed for the bids should be identified as the documents submitted by the Tenderer over the signature with office seal.
- 3.3.** Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
- 3.4.** Tenderer should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
- 3.5.** The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents free of cost.

3.6.CHECK LIST

I. PART – A COVER – (TECHNICAL BID)

SL. NO.	DESCRIPTION	Enclosed Yes / No	Page no.
1.	Whether the Tender is submitted in two envelopes as Part-A Cover (Technical Bid) and Part-B Cover (Price Bid)?		
2.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?		
3.	Whether Earnest Money Deposit (EMD) of Rs.15,58,000/- (Rupees Fifteen Lakhs Fifty Eight Thousand Only) in the form of Demand Draft drawn on any Nationalised Bank / Scheduled Bank in favour of the “Tamil Nadu Textbook and Educational Services Corporation, Chennai,” payable at Chennai is enclosed?		
4.	Whether Profile of the Company is enclosed? (Annexure – I)		
5.	Whether MAF certificate as per Annexure – II is enclosed?		
6.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
7.	Whether Audited Balance sheets for the last 3 financial years from 2014-15 to 2016-17, duly certified and the Annual Turnover certificate as per Annexure – III are enclosed?		
8.	Whether Photo copies of the latest Income Tax Returns for the last three financial years 2014-15 to 2016-17, duly signed by the Auditor are enclosed?		
9.	Whether documentary evidence in support of the supply history of the Tenderer is enclosed?		
10.	Whether Declaration in Annexure IV for not having been blacklisted either by Tamil Nadu Textbook and Educational Services Corporation or by any other Govt. / Govt. Undertaking/Quasi Government is enclosed?		
11.	Whether Declaration for having read all tender conditions in Annexure V duly signed by the Tenderer is enclosed?		
12.	Whether the Tender Document in original are duly signed in each page?		

SL. NO.	DESCRIPTION	Enclosed Yes / No	Page no.
13.	Whether a Self Certificate of Quality in Annexure VI is enclosed?		
14.	Whether a Declaration in Annexure VII that the originality of Tender document norms downloaded from the website have not been tampered is enclosed?		
15.	Whether Banker's certificate of minimum cash credit facility as per Annexure VIII (a) or Self Declaration in Annexure VIII (b) is enclosed?		
16.	Whether samples of All in One Device/ Teaching Tab and Smart board are furnished.		
17.	Whether a Successful commencement certificate from the authorized personnel in the client organization and Work orders submitted along with the Bid. (For an ongoing project the Tenderers may submit the Work Order / Valid Contract Agreement of the project)		

II. PART - B COVER (PRICE-BID)

SL.NO	DESCRIPTION	Enclosed Yes / No
1.	Whether Price-Bid in Part - B duly filled in and signed is enclosed?	

4. INSTRUCTIONS TO THE TENDERERS (ITT)

4.1. General Instructions:

The Tenderers are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

4.2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer	Tenderer means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer whose offer is accepted by the Tender Accepting Authority. (at the price arrived by the corporation after negotiation with L1 Tenderer.)
3.	Day	A day means a calendar day.
4.	Total Cost in the Price bid	Total Cost means the total expenditure to be incurred by the Corporation towards Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class Rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)
5.	Purchaser	Purchaser means the Director of Elementary Education on behalf of the Government of Tamil Nadu.
6.	Installation Point	Installation point means designated Schools where Smart Class Rooms are to be established in the State of Tamil Nadu.
7.	TNTB & ESC	Tamil Nadu Textbook and Educational Services Corporation
8.	EMD	Earnest Money Deposit
9.	SD	Security Deposit

10	SLA	Service Level Agreement
11	SITC&M	Supply, Installation, Testing, Commissioning and Maintenance
12	ICT	Information and Communication Technology
13	OEM	Original Equipment Manufacturer
14	MAF	Manufacturer's Authorised Form
15	GST	Goods and Services Tax
16	DEE	Director of Elementary Education
17	RFP	Request for Proposal
18	LMS	Learning Management System
19	MIS	Management Information System
20	EMIS	Educational Management Information System
21	BOM	Bill of Materials

4.3. Bid Document:

The Bid Document consists of the following

1. Scope of Tender
2. Notice Inviting Tender
3. Special Instructions for submission of Technical bids and
Check list
4. Instructions to the Tenderers (ITT)
5. Special Terms and Conditions of the Contract
6. Letter of the Tenderer
7. Specifications
8. Statements, Declarations and Formats (Annexure I- X)
9. Price bid.

4.4. Qualification Criteria:

4.4.1. Minimum Eligibility Requirements:

The Tenderer shall have successful experience in implementation of ICT scheme on SITC&M model in State/Central Govt./PSU/Quasi Government) for during the 3 years as on 31st March 2017. **(Supporting documents should be enclosed).**

4.4.2. Turnover:

The Tenderer should have a minimum annual average turnover of **Rs.120** Crore from IT/ICT business in last three audited financial years (2014-2015, 2015-2016, 2016-2017)

4.4.3. Positive Net worth:

The Tenderer shall have positive net worth and should be a profit making company for the past three years audited financial year ending 31.03.2017. The networth of the company should be atleast **Rs.60** Crore as on 31.03.2017.

4.4.4. Past Experience:

The Tenderer should have experience of at least 3 projects related to delivery of IT hardware in Government schools in India with a minimum project value of each having Rs.10 Crore in last three FY.

AND

The Tenderer should have commissioned a single project in minimum of 3000 Government schools in India involving supply of IT hardware/ services on or before 31st December 2017. The order should have been directly commissioned by the bidder (Projects commissioned through subletting/ partner shall not be considered under this clause). The bidder should submit the commissioned certificate as a proof.

AND

Bidder should have experience of training and have trained minimum 5000 Teachers/ trainers/ in the last 3 years

(Supporting documents particularly invoice shall be enclosed along with the Tender including the certificate issued by the client for having commissioned the implementation process. A summary of the invoices showing the date of supply, client name, quantity and rate should be enclosed).

4.4.5. Blacklisting:

The Tenderer should not have been blacklisted by the Central/any other States / Union Territories Government/Quasi Government / Government Undertaking or its agencies **for indulging in corrupt or fraudulent practices or for indulging** in unfair trade or for any other reasons.

4.4.6. Manpower:

The Tenderer should have minimum **100** full time employees on its rolls.

4.4.7. Existence and Local Presence :

The Tenderer shall have been in existence for past 5 financial years as on 31.3.2017 and should have its office in the state of Tamilnadu operational for minimum of 5 financial years as on 31.3.2017.

4.4.8. Samples adhering to Specifications:

The Tenderer shall furnish samples to the required specifications to be procured as per **Chapter- 7** confirming to specifications prescribed and enclose a duly filled-in Declaration / Certificates as given in the Format in the Tender Document. (Annexure VI)

4.5. Change in Quantity:

Quantity given in the Notice Inviting Tender is approximate and it is likely to vary. The Corporation, if necessary, at the time of placement of purchase order shall either increase or decrease the quantity mentioned in the tender to the extent of 25% during the contract period. In case of decrease in the quantity, the amount proportionate to the items shall not be part of contract and if there is a increase in the quantity, the amount proportionate shall be paid as part of contract.

4.6. Pre-Bid Meeting:

There will be a **Pre Bid meeting on 04.07.2018 at 11.00 a.m in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, No.68 College Road, Chennai - 600 006** during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries, if any, in writing so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the concerned Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting as the Corporation may not be able to identify and communicate with the prospective Tenderers at this stage. Failure to attend the Pre-Bid meeting is not a disqualification as it is optional. In response to the relevant query of the prospective Tenderer, clarification will be given in writing. Only the clarifications given in writing shall be valid.

4.7. Clarification regarding the Tender Conditions:

A prospective Tenderer requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter and he will respond in writing to any relevant query regarding the Tender conditions. However correspondence in this regard or delay in getting reply from the Corporation shall not be taken as an excuse for delayed submission of tender or non submission of tender. The clarifications to the relevant queries will also be uploaded on the website of the Corporation.

4.8. Amendments to the Tender:

4.8.1. Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Tenderer, solely at its discretion up to 48 hrs (i.e) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites: <http://www.tenders.tn.gov.in>. & <http://www.textbookcorp.tn.nic.in>.

4.8.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail/facsimile to all the purchasers of the bidding documents. Prospective Tenderer shall acknowledge receipt of each addendum through e-mail to the Corporation.

4.8.3 At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigendum, if any, issued subsequent to the date of Notice Inviting Tender.

4.8.4. All the Tenderer must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Textbook and Educational Services Corporation will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

4.9. Language of the Bid:

The bid prepared by the Tenderer as well as all correspondence and documents relating to the bid shall be written in English language only.

4.10. Currency of Bid & Payment:

All prices and rates quoted by the Tenderer shall be entirely in Indian Rupees only. All the payments shall be made in Indian Rupees only.

4.11. Non Transferability:

The Tender form sold to a Tenderer is not transferable. It shall not be used by others and if used by others it will be rejected. Similarly photo copy of the tender form will be rejected.

4.12. Downloading of Tender Document:

4.12.1. The tender document can be downloaded from the websites <http://www.tenders.tn.gov.in> (or) <http://www.textbookcorp.tn.nic.in> on A4 size paper and computer print alone should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.

4.12.2. The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment/clarifications issued and uploaded on the above websites.

4.12.3. The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion are detected at any stage after the award of the tender, the EMD as well as S.D remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides, such Tenderers are liable to be prosecuted.

4.13. Cost of Tendering:

The Tenderer shall bear all costs involved in the preparation and submission of tender and the Corporation shall in no case be responsible or liable for the costs of tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

4.14. Bid Validity

4.14.1. Bid shall remain valid for a period not less than **Ninety days (90 days)** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.

4.14.2. In exceptional circumstances, the Corporation may request the Tenderers to extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or e-mail. A Tenderer may refuse the request without forfeiting his bid security (EMD). A Tenderer agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

4.15. Earnest Money Deposit (EMD):

4.15.1. An Earnest Money Deposit of Rs. **Rs.15,58,000/- (Rupees Fifteen Lakhs Fifty Eight Thousand Only)** shall be paid along with the Technical Bid by way of Demand Draft obtained from a Nationalized / Scheduled Bank drawn in favour of **Tamil Nadu Textbook and Educational Services Corporation, Chennai -6** payable at **Chennai**.

4.15.2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the successful tenderer and on written request from the unsuccessful tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful tenderers.

4.15.3. The Earnest Money Deposit amount of the successful tenderer will be adjusted against the Security Deposit (SD) payable for successful execution of the Contract.

4.15.4. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Sub clause 4.15.1 above shall be rejected summarily by the Corporation.

4.15.5. The Earnest Money Deposit amount shall be forfeited.

- (a) if a Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
- (b) In the case of a successful Tenderer, if the Tenderer fails to sign the agreement or to remit the Security Deposit within the specified time limit.
- (c) If the Tenderer does not accept the correction of the bid price pursuant to clause 4.24.1.

4.15.6. Further the Corporation will blacklist the successful Tenderer without prejudice to any action that may be taken against the successful Tenderer.

4.16. Submission of Tender:

4.16.1. Submission of Tender in Two Cover System:

Tender shall be submitted in two parts in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause 4.16) and superscribed on the envelope as Part-A Technical Bid- Tender for **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)**

On the Part-A cover, the Name and Address of the tenderer shall be written and sealed. The tender document shall compulsorily be spiral bound & indexed with page numbers.

The Part-B cover shall contain the Price-Bid- superscribed on the envelope as Part-B Price Bid- Tender for **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)**. On the Part B Cover, the Name and Address of the tenderer shall be written and sealed.

Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing thereon **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)** and the Name and Address of the Tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. Managing Director of the Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time. Tender once submitted shall not be permitted to be altered or amended.

4.16.2. Documents to be furnished in the Part – A Cover (Technical Bid):

- (a) Covering Letter.
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft/Pay order towards EMD.
- (d) **Chapter - 7 Specification**
- (e) **Chapter – 8** of Annexure **I to X** towards Statements, Declaration and Formats.
- (f) Profile of the Company in the prescribed Format in Annexure-I of **Chapter – 8**.
- (g) Letter of Authorization / Power of Attorney for signing the Tender Document shall be on a Non-Judicial Stamp Paper of value of not less than

Rs.100/-. In the case of Public Sector Undertaking / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

- (h) I.T. Returns for the financial years from 2014-15 to 2016-17 (Self attested Photo copies attested by the Auditors to be enclosed).
- (h) GST Registration Certificate and PAN Card (Photo Copies attested by the Auditors to be enclosed).
- (i). Audited Balance sheet for the last 3 financial years from 2014-15 to 2016-17. (Self attested Photo Copies to be enclosed).
- (j). All the required documents including performance Certificate obtained from the Client for qualification criteria given in this tender along with other required documents and the enclosures as per the Check List shall be enclosed/ Self attested **photo copies to be enclosed**

4.16.3. Manufacturers Authorization Form:

- i) The Tenderer shall have to furnish Manufacturer's Authorization Form (MAF) from the Principal Manufacturer of OEM for the proposed Hardware and accessories who has supplied in India over the past three years. The Tenderer is required to provide necessary legally valid documents.
- ii) If the Tenderer itself is the Principal Manufacturer / OEM then MAF is not required.
- iii) In case of Hardware, the make and model which were installed shall be mentioned in the MAF.
- iv) Projector/ All in One Device OEM should have supplied in minimum of 2000 Schools under a single Government Project in India during past 3 Financial years ending 31.3.2017.
- v) Projector/ All in One Device should be UL certified.

4.16.4. Additional documents to be submitted for requirement of eligible Tenderer.

a. In case Tenderer is a **Company** - Certified copy of the Certificates of Incorporation for companies and Memorandum and Articles of Association. **OR**

In case the Tenderer is a **registered Society** - Certified copy of registration deed with objects of constitution of Society. **OR**

In case Tenderer is a **Corporation** - Authenticated copy of the parent stature. **OR**

In case of **Trust** - Certified copy of the Trust Deed. **OR**

In case of **Firm** - Certified copy of Registration Deed. Certified copies of documents submitted, as above, must be signed by the signatory.

b. List of present Directors / Owners / Executive Council members / trustees / Board members as applicable.

c. General Power of attorney / Board of Directors resolution / Deed of Authority executed in favour of person(s) authorised to sign the Bid Document and the contract and all correspondences / documents thereof.

4.16.5. Details to be furnished in the Part- B (Price Bid) cover:

- (i) Covering letter.
- (ii) Bid Price for the work with each page signed, dated and stamped with the seal of the firm.
- (iii) The offer shall be unconditional.

(iv) The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.

(v) Apart from the Schedule of Prices duly filled in, the Tenderer shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Tenderer and reject the bid

4.16.6. Signing of Tender:

a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. **All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.**

b) Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are authenticated by full signature of the person authorized to sign the tender.

4.17. Period of Contract:

The period of contract is 120 days for supply & installation and Five years for Operation and Maintenance of Smart Class Rooms in 3000 Government Primary & Middle Schools in rural areas Schools in Tamil Nadu State on SITC&M model under centrally sponsored scheme of **Information and Communication Technology (ICT).**

4.18. Mode of Submission of samples:

The Tenderers shall produce **two samples of Smart Boards, Projectors, Speakers, Wifi Router, Teaching Tab/ All in One Device and Accessories** fulfilling the specifications given in the Tender Document along with Part- A cover (Technical Bid).

4.19. Modification and Withdrawal of Tenders:

4.19.1. Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.

4.19.2. The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 4.16, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

4.19.3. No Tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.

4.19.4. Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

4.20. Opening of Tenders:

4.20.1. Tenders will be opened at the scheduled date and time in the office of the Corporation in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the Tenderers. Only one representative is permitted to attend Tender opening on behalf of the Tenderer.

4.20.2. The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.

4.20.3. Envelops marked withdrawal shall be opened and read out first and their Tender shall not be opened. Subsequently all envelopes marked 'Modification' shall be opened and the submission therein shall be read out.

4.20.4. If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.

4.20.5. Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

4.21. Criteria for Evaluation of Technical Bid:

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

4.21.1. Prior to the detailed evaluation of bids, the Corporation will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

4.21.2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Corporation's rights or the Tenderer's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive bids.

4.22. Sample Testing for Tender Evaluation:

The sample testing will be evaluated by the Technical Committee

The Tenderers who are qualified in technical bids will be declared as eligible and their commercial bids will be opened.

4.23. Opening of Price Bid (Part - B Cover):

- 4.23.1. Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.
- 4.23.2. The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the above qualified Tenderers.
- 4.23.3. The Price Bid will be opened on the intimated date and time in the presence of the qualified eligible Tenderers or their authorised representatives.

4.24. Evaluation of the Price Bid:

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedure shall be adopted as per Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency Tenders Rules, 2000.

- 4.24.1. In determining the lowest evaluated price, the following factors shall be considered.
- a) the quoted price shall be corrected for arithmetical errors.
 - b) in case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
 - c) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern,
 - d) In the evaluation of the price of the goods which are subject to SGST, CGST and IGST, the price shall be determined as inclusive of such SGST, CGST and IGST.
 - e) The amount stated in the bid will be adjusted by the Corporation in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer . If

the Tenderer does not accept the corrected amount the bid will be rejected and the EMD may be forfeited.

4.24.2. **The Corporation is empowered to negotiate** with the L1 Tenderer. In case where two or more Tenderers quoted the same price, the **Tender Accepting Authority** shall negotiate with L1 Tenderers & if necessary arrive at final negotiated price for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)

4.24.3. The total quantity of the hardware and accessories to be ordered and procured may be apportioned among the L1 Tenderer (s).

4.24.4. In case where the quantity offered at the lowest price is less than the total quantity required, the Corporation after placing orders with the lowest evaluated Tenderer for the entire quantity offered by such Tenderer, subject to the ability to supply, adopt either or both of the following procedures to procure the balance quantity:-

- i) Negotiate with the next lowest Tenderers in strict ascending order of evaluated price and require to match the price offered by the lowest evaluated Tenderer and place orders until the entire quantity required is ordered; or
- ii) Require all the other eligible Tenderers who participated in the Tender and offered a price higher than that offered by the lowest evaluated Tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated Tenderer, and there after place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.
- iii) In case the Tenderers other than the lowest evaluated Tenderer failed to agree to accept the lowest price or the total quantity offered by them at the

price quoted by the Tenderer with lowest evaluated price is less than the required quantity the Corporation may place orders for remaining required quantity at different rates with different suppliers at ascending order of evaluated price until the entire quantity required is covered:

Provided that, where different quantities have to be procured at more than one price from one or more Tenderers, the Corporation may decide not to procure beyond a price considered economical although the entire quantity originally slated to be required in the tender documents is not ordered.

4.24.5. Where the Corporation deems fit, it may issue an advertisement indicating the rates fixed and call for enrolment of more suppliers at the L1 rate subject to such suppliers fulfilling the eligibility criteria.

4.25. Approval of the Contract by the Board of Governors of the Corporation:

The Contract shall be awarded only with the approval of the Board of Governors to the successful L1 Tenderer(s) with whom negotiations were made. The apportionment of the total quantity to be procured as specified in **Clause 4.24.4** above shall be done only with the approval of the Board of Governors. The Government is the Appellate Authority.

4.26. Right to Accept / Reject any or all Bids:

The Tender Accepting Authority i.e the Board of Governors of the Corporation reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Tenderer or Tenderers who may be affected financially or otherwise to this effect.

4.27. Letter of Acceptance:

The Managing Director of the Corporation shall issue the Letter of Acceptance to the successful Tenderer(s).

4.28. Payment of Security Deposit (SD):

4.28.1. The successful Tenderers shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the work order as a guarantee for the performance of the Contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through Demand Draft within 15 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of Tamil Nadu Textbook and Educational Services Corporation, Chennai-600 006 payable at Chennai or it may be in the form of unconditional **irrevocable Bank Guarantee valid for 72 months**. Failure of the successful Tenderer to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. Exemption from payment of Security Deposit will not be allowed under any circumstances.

4.28.2. The Security Deposit shall be released to the Successful Tenderer after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Director of Elementary Education and on completion of the warranty period of 5 years post supply. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Successful Tenderer. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

4.28.3. The Security Deposit shall be forfeited if the Successful Tenderer fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the ordered quantity of goods in full properly and promptly.

4.29. Execution of Agreement:

4.29.1. The successful Tenderer shall execute the Agreement for the fulfilment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- within 15 days from the date of issue of the Letter of Acceptance (LOA) of the Contract with Director of Elementary Education. The Agreement shall be part and parcel of the Contract and binding on the Director of Elementary Education and the Successful Tenderer. In case of any difference or contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

4.29.2. The Successful Tenderer shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

4.30. Interpretation:

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Corporation shall be final and binding.

4.31. Corrupt or Fraudulent practices:

The Corporation requires that Tenderers observe the highest standard of ethics during the evaluation and execution of supply.

4.31.1. In pursuance of this policy, the Corporation defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
- (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice

among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.

4.31.2. Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4.31.3. Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5.1. The Special Terms and Conditions of the Tender shall supplement the **“INSTRUCTIONS TO THE TENDERERS”**.

5.2. The time and date of establishment of **Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)** and delivery of Smart boards and Accessories as stipulated in the work order shall be deemed to be the essence of the Contract.

5.3. Release of Work Order:

Work Order shall be issued to the successful Tenderer only after the Security Deposit is paid as per clause 4.28 and agreement is executed, with Director of Elementary Education as per clause 4.29.

5.4. Technical Specifications:

The Smart Boards and accessories supplied by the Successful Tenderer for establishment of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) shall conform to the technical specifications in **Chapter-7** of the Tender Document.

5.5. Supply:

5.5.1. The establishment of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) in Tamil Nadu with the technical specifications, the specifications of the Model of Computers and Accessories prescribed in **Chapter-7** shall be completed ***within One Hundred and Twenty days*** from the date of issue of the Work order or date of acceptance

of the samples whichever is later. The entire work shall be completed within the time schedule specified in the purchase order.

5.5.2. The establishment of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas in Tamil Nadu in good condition. The Transit / Freight Charges, Insurance, all the Taxes, Loading and Unloading charges and all other incidental charges for the establishment of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) on SITC&M model in Tamil Nadu, the goods in good condition to the designated Schools in Tamil Nadu shall be borne by the Successful Tenderer at his risk and cost.

5.5.3. If the successful Tenderer is from outside the State of Tamil Nadu the Tenderer should set up a local office in Chennai to ensure service. The address of the local office and the details of the responsible person in the local office should be informed to the Corporation before commencing the supply.

5.6. Delivery Schedule:

S.No.	Establishment of Smart Class rooms	No of Smart Class Rooms to be established
1	1 to 90 days	Minimum of 50% of the Smart Class Rooms to be established in both Primary Schools and Middle Schools
2	On or before completion of 120 days	100% of Smart Class rooms in 3000 Government Primary & Middle Schools in rural areas in Tamil Nadu

5.7. Sample Selection and Testing:

5.7.1. Before Supply:

The Successful Tenderer **shall submit 2 samples** of the Bill of Material and Accessories as per the technical specifications in the Tender

Document to the Corporation **within 15 days from the date of Letter of Acceptance** (LOA).

5.7.2. After Supply:

- a) It shall be the responsibility of the Successful Tenderer to ensure that the Smart boards, Projectors, Tablets, Speakers/ All in One Device and Accessories supplied and delivered by him are in good condition.
- b) Tablets, Smart Boards, Projectors, Speakers, All in One Device and Accessories installed at the destinations shall be tested by Department or through third-party agency identified by TNTB&ESC as per the technical specification mentioned in the tender document for its suitability and utility with reference to the **specifications given in Chapter-7**. The Delivery and Acceptance certificates will be issued by the Head Master & Chief Educational Officers if the Successful Tenderer supplies and delivers the ordered quantity of Smart Boards and Accessories intact in time in full at the designated destinations.
- c) The testing charges for the post supply samples have to be borne by the successful Tenderer. The total inspection and testing charges for post supply shall be deducted from the bill of the successful Tenderer.

5.8. Insurance:

The delivery of the quality tested goods in fully packed and labelled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations in time shall be the responsibility of the Successful Tenderer. The transit loss / theft / pilferage / damage of the goods under any circumstance shall be the liability of the Successful Tenderer. Insurance and transit insurance of the goods shall be the liability of the Successful Tenderer.

5.9. Packing and Labelling:

- a) Each Smart Boards, Projectors and Accessories / All in One Device shall be packed in a non-hazardous packing of appropriate size.
- b) Each corrugated box shall be labeled and the label shall contain the following: NOT FOR SALE, SUPPLY OF SMART BOARDS AND ACCESSORIES TO SCHOOLS by the Department of School Education, Government of Tamil Nadu, Successful Tenderer 's Name and Address.

5.10. Warranty and Replacement:

5.10.1. Warranty :

The warranty of the Smart Boards and Accessories supplied by the Successful Tenderer shall be for a period of **Five years** from the date of installation of the same to the schools in Tamil Nadu. The Successful Tenderer shall replace the defective Smart Boards and Accessories supplied by him with new ones at his cost at the designated points during the period of Warranty.

5.10.2. Replacement:

The quality of Smart Boards and Accessories supplied by the Successful Tenderer shall be in accordance with the **Specifications as in the Chapter-7**. If any defect is found pursuant to the post-supply tests in respect of the supplied quantity of the Computers and Accessories. The Successful Tenderer shall replace the rejected Computers and accessories for the particular School with the new ones as per the instructions of the Corporation.

5.10.3. Operations & Maintenance & Service Desk:

The Tenderer will be required to operate and maintain the Hardware equipment's, all Application Softwares, Internet connectivity, and the entire facility management including furniture, etc., during the contract period of 5 years. The Tenderer shall provide the facility of service desk as per the Clause 5.10.7.

5.10.4. Operation & Maintenance Services

- a) The Tenderer will be required to commission, run and maintain the Hardware, Networking components, Backup devices, Application & System Software, as specified at all the locations till the end of the period of the five year contract.
- b) The scope of hardware support services will include preventive and corrective comprehensive maintenance and cover installation, on-site diagnosis and resolution of hardware faults in response to the reported problems. The Tenderer will also resolve all the hardware problems detected during routine operational support activities and will ensure that the problems are resolved within the defined agreement including appropriate replacement and /or replenishment of systems and networking equipments as and when required.
- c) The Tenderer will inform DEE at least 3 working days in advance about the scheduled maintenance shutdown of any service, internet service etc. Any of the scheduled maintenance & shutdown of any service will be carried out only after it is approved by DEE.
- d) The Tenderer will also maintain a record of all the infrastructure and hardware installed in Smart Class Rooms under ICT Scheme and submit a detailed report on regular intervals about the same.
- e) All hardware warranty shall start only after commissioning of Smart Class Rooms under ICT Scheme has been completed and after Go-Live.
- f) The Tenderer has to ensure that all the hardware should be listed with the OEMs along with the relevant device identification numbers. A certificate shall be required from the OEMs to this extent.
- g) It is expected that the Tenderer shall ensure that the equipment/components being supplied by him will not be declared end of life cycle for a minimum of 60 months from the date of its acceptance by the DEE. The supplied products will be supported by the Tenderer for the duration of the contract from the date of its acceptance by the DEE.

If the support is withdrawn by the OEM for any reason whatsoever, the tenderer shall replace it with an equivalent or better substitute that is acceptable to the DEE without any additional cost and without impacting Tender document for Implementation of Smart Class Rooms in 3000 Government Primary & Middle Schools in rural areas Schools in Tamil Nadu.

5.10.5. **Other Requirements**

- a) The successful Tenderer shall organise to transport, store and secure equipment during the process of establishment of the system at his/her own cost with no liability to the State and the School.
- b) The successful Tenderer shall put a “Name Board” of size 4”X3” on the outer facade of ICT Smart Class Rooms as per the sample layout printed copy to be provided by the DEE.
- c) The successful Tenderer shall follow the same Standard Operating Procedures /guidelines and ensure compliance of the same without delay during both implementation & Operation & Maintenance phases.
- d) The DEE may appoint / build a project monitoring unit for an effective & daily monitoring of ICT in Schools scheme in Tamil Nadu. The Tenderer is expected to report to the same monitoring unit on daily/weekly/monthly basis.
- e) The Tenderers shall have to submit the Manufacturing Authorization Forms (MAF) for all the Hardware and Software items that are proposed in the bid response. It must be noted by the Tenderers that only the make and models mentioned in the MAF shall be accepted during the delivery and installation of hardware and software

5.10.6. Service Level Agreements (SLAs)

This section defines the required service levels, which the Tenderer must adhere to. Some of the terms and definitions mentioned in the SLAs have been provided in the following table:

The agreement shall be executed with the Director of Elementary Education.

S.No	SLA Terms	Description
1	Uptime	'Uptime' refers to availability of network across various Smart Class rooms. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total working time in the month (in minutes) multiplied by 100
2	Prime Business Hours (PBH)	PBH refers to the prime network utilization period, which shall be typically school hours starting from 09:30 hrs till 17:00 hrs on all working days. It can vary from school to school
3	Extended SLA Hours (ESH)	ESH refers to the lean network utilization period, which shall be typically starting from 18:00 hrs until 09:00 hrs on Monday to Saturday and 00:00 hrs to 23:59 hrs on Sunday or any other period to be defined by the DEE.
4	System Uptime	Time for which user is able to access the software applications and other components during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application etc. System uptime will be measured for Working days and during School Working hrs.
5	Bugs/Issues in application	Critical bugs / issues – Bugs / issues affecting more than one lab or more than one user in a lab, Non-critical bugs / issues – Bugs / issues affecting at most one user in a lab.

5.10.7. Project Manager:

The Tenderer will have to provide one Project Manager based at Chennai, Tamil Nadu to coordinate, implement and to provide regular feedback and reporting regarding the project to the Director of Elementary Education. The Tenderer will have to select the Project Manager in consultation with Director,

Elementary Education and will provide the appointment letter along with the eligibility documents to the DEE.

Minimum Educational Qualifications & Work Experience

- Bachelor's / Master's Degree in Business and Administration from a recognized University.
- Minimum 5 years of project management experience in handling similar projects.

5.11. Payment Terms:

5.11.1. No advance payment shall be made.

5.11.2. Payment to the Tenderer shall be made strictly as per the terms of the agreement on a per school basis within 30 days after the receipt of valid request for payment with the certificate on satisfactory performance by the concerned School Head Master and third party agency appointed by the Director of Elementary Education.

5.11.3. The Director of Elementary Education will consider for term wise payment only after the receipt of satisfactory performance certificate and acceptance report.

5.11.4. The Tenderer would make available the Smart Class ICT infrastructure for five years on the basis of a Service Level Agreement and assurance of the periodical payments subject to satisfactory maintenance. The following pattern of payment shall be made.

- | | | | |
|----|---|---|--------------------------|
| a) | After completion of Installation
and commissioning | : | 60% of Total cost |
| b) | At the end of the II – Year | : | 10% of Total cost |
| c) | At the end of the III – Year | : | 10% of Total cost |
| d) | At the end of the IV – Year | : | 10% of Total cost |
| e) | At the end of the V – Year | : | 10% of Total cost |

5.11.5. The Corporation shall recover any dues from the Successful Tenderer if found to be recoverable on a later date in the audit even after final settlement of the Bill. The Successful Tenderer shall be liable to pay such dues to the Corporation.

5.12. Penalty and Termination due to Non-Fulfilment of Contract:

5.12.1. PENALTY FOR DELAY IN EXECUTION OF PROJECT:

If the installation and commissioning of the systems is not completed in full within the stipulated **120** working days as prescribed, a penalty of Rs.2000/- (Rupees Two Thousand only) per calendar day will be collected per not supplied School up to 30 days. Further, Rs.5000/- (Rupees Five Thousand only) per calendar day will be charged beyond 30 days up to 90 days. After 90 days penalty shall be Rs. 10,000/- (Rupees Ten thousand only) per calendar day per school subject to the condition that contractor has completed 75% work in earlier 90 days. If the installation and commissioning is not completed even within 180 days from the date of order then contract will be liable for termination in part or whole at the discretion of the DEE, Tamil Nadu State, Chennai at the risk and cost of the contractor.

5.12.2. PENALTY FOR FAILURE OF EQUIPMENT(S):

No equipment(s) (like Smart Boards, Projector, Audio System, Tablets/ All in One Device, equipments) should be down for more than 3 working days (Even if any equipment is down during part of a working day, it will be counted as one working day) over one month period.

If any technical defect is found during the Contract Period, the same will have to be rectified or systems/parts replaced free of cost by the Contractor immediately within 3 working days.

During the Contract Period, if any/all equipment(s)/system(s) is down or not restored in working condition within 3 working days, the Contractor shall be liable for a penalty of Rs.500/- (Rupees five hundred only) per day beyond 3 working days up to a period of 7 days and after 8 days shall be liable for a penalty of Rs.1000/(Rupees one thousand only). Failure to restore the working condition of the equipment even thereafter will entail the termination of the contract without assigning any reason therefor.

For Tablet, the repaired quantity should be replaced within 7 days at free of cost without any penalty. After 15 days, the penalty shall be levied at Rs.100/- for each day of delay.

5.12.3. Special Instructions to Tenderer :

- a) Tenderers providing financial/commercial rates in the Pre qualification and Technical Bid are liable for rejection.
- b) The Tenderer should indicate a single rate applicable to all the schools irrespective of their locations.
- c) The rate should be consolidated rate for 5 years contract period per school based on the payment terms specified in the Tender document.
- d) The normal school hours will be between 9:30 A.M to 5.00 P.M subject to any variation as may be notified from time to time.
- e) The contract period shall be for 5 years from the date of signing of agreement.
- f) The implementation schedule specified in the agreement shall be strictly adhered to.
- g) Bid Proposals with incomplete information or not in accordance with instructions or without EMD are liable to be rejected summarily.
- h) The Smart Class Room will be utilized by the department for I.T. enriched training in other subjects and computer related work. However, the cost of the same if any will be decided by the committee constituted by the Government for the purpose.

- i) The contractor must produce the commissioning schedule within 15 days of signing of the agreement.
- j) Contractor shall carry out painting of Computer Lab to maintain good look and feel wherever felt necessary.
- k) The DEE, Tamil Nadu State, Chennai may require for upgradation of systems if necessary. However, the cost of upgradation if any will be decided by the Committee constituted by the Government for the purpose.
- l) Help Desk Services: The Tenderer shall provide help desk service which will serve as a single point of contact for all ICT related incidents and service requests. The service will provide a Single Point of Contact **(SPOC)** and also resolution of incidents. The scope of work includes:
 - i. Help Desk facility for reporting issues / problems with the IT infrastructure.
 - ii. To provide a service desk facility and to set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
 - Specific E-Mail account
 - Dedicated Phone Numbers / Fax
 - iii. The Help Desk shall undertake the following activities:
 - Log issues / complaints related to I.T. at the school under the scope of work and issue an ID number against each issue / complaint.
 - Assign severity level to each issue / complaint.
 - Track each issue / complaint to resolution
 - Escalate the issues / complaints, to Department, if necessary as per the escalation matrix defined in discussion with 'DEE'.

- Provide feedback to 'DEE' periodically.
- Analyze the issue / complaint statistics periodically.
- Creation of knowledge based on frequently asked questions (FAQs) to aid the users of the I.T. infrastructure

5.12.4. Other Terms & Conditions:

- a) The Smart Class Rooms during or after school hours may be used by the school students for learning purpose, under the supervision of teacher trained by the successful Tenderer.
- b) Competent Authority will have the right to inspect the centres of the Tenderer already in operation for verification purposes mentioned in the Technical Proposal.
- c) **No equipment shall be removed from the school premises by the finalized Tenderer without the concurrence of the school Head Master including for the purpose of replacement, service etc.**
- d) The rate to be quoted must be including all the components mentioned in the Tender.
- e) Insurance should be made for full value against theft, burglary, fire and natural calamity for the contract period of 5 years.
- f) The Tenderer shall give compliance that no pirated software shall be installed on the systems provided in the Smart Class Rooms.
- g) The Pre-dispatch inspection and acceptance test shall be done by Department or through third-party identified by TNTB&ESC. If any goods or its component fails to meet the specifications, Tenderer shall replace the goods or its component with required specification or higher within 15 days of such inspection.
- h) Tenderer will have to procure all the licenses of the software's on the name of Director of Elementary Education, Chennai and the original copy of the same shall be deposited by the successful Tenderer at the DEE office after signing of the contract and before the installation of the software at any of

the Schools.

- i) Tenderer should produce a satisfactory installation certificate issued by the Department or through third-party agency identified by TNTB&ESC, verified by Headmaster of the school and verified & counter signed by the Chief Educational Officer of each district to the Director, DEE, Chennai, Tamil Nadu . TNTB&ESC will consider for payments only after receipt of satisfactory report and Acceptance Test report.
- j) The Tenderer shall provide & maintain software updates, security patches & any other patches directly from the OEM / Principal manufacturer for software like operating system, database, Antivirus security, etc. for the entire SITC&M period of contract (5 Years) from time to time at no additional cost to the Government to meet the requirements of security and quality of system software.
- k) The Tenderer should ensure that hardware warranty starts from installation date.
- l) The DEE shall have the right to change /modify the school location and to replace a school location with other school with same terms and conditions. Tenderer shall not be eligible for any increase in contract amount due to this change on what so ever reason. DEE shall have right to increase/decrease the number of schools and contract amount shall be increased or reduced accordingly.
- m) All the hardware such as Smart Boards, Projector, Audio System, Teacher Tablets/ All in One Devices, Student Tablets etc. will be inspected and tested will be inspected by the Department or through third-party agency identified by TNTB&ESC
- n) 10% Hardware Devices will have to **undergo burn in test for minimum of 24 hours** at the company site.
- o) The Tenderer is expected to follow all the MHRD guidelines on “ICT in Schools” scheme, and also follow the Financial Parameters during implementation and Operation & Maintenance phases.

- p) Director of Elementary Education (DEE) shall identify one tech savvy teacher from every school to receive training on the lab operations and monitoring.
- q) The Tenderer will not be allowed to move, remove and change any of the equipment's installed under this Tender without prior written permission of the Director of Elementary Education.
- r) Transfer of Assets to Director of Elementary Education, Tamil Nadu at the time of Go-Live. The Tenderer shall transfer all the assets created under the project to DEE in working condition.
- s) The finalized Tenderer need to have a valid registered office in Tamil Nadu.
- t) All disputes will be subjected to Chennai Jurisdiction.

5.13. Termination of Contract:

5.13.1. Termination for Default:

- a) Without prejudice to any other remedy available for the department for levying penalty or any other remedy, Contract will be liable for termination in part or whole if contractor fails to fulfill its any of the obligations under the contract.
- b) The Corporation may, without prejudice to any other remedy for breach of Contract by the Successful Tenderer , terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Successful Tenderer ,
 - i. If the Successful Tenderer fails to deliver any or all of the goods within the time schedule specified in the Work Order, or within any extension thereof granted by the Corporation,
 - ii. If the Successful Tenderer fails to perform any of the obligation(s) under the Contract;

iii.If the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.

c) If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the goods similar to those supplied and delivered and in that case the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the goods to the designated destinations. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The Corporation reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

15.3.2. Termination for Insolvency:

The Corporation may at any time terminate the Contract by giving 15 days' written notice to the Successful Tenderer without compensation to the Successful Tenderer and without incurring any liability if the Successful Tenderer becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Corporation.

5.13.3. Termination for Convenience:

The Corporation may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Successful Tenderer . The notice of termination shall specify that termination is for the Corporation's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences

and damages for which the Successful Tenderer shall be liable for violation of the Contractual obligations.

5.13.4. **Termination for Corrupt or Fraudulent practices:**

The Corporation requires that Tenderers observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Corporation (a) defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
 - (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Corporation and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5.14. Force Majeure:

5.14.1. Force Majeure means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer 's fault of negligence and not foreseeable. Such event may include but are not limited to the acts

of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.

5.14.2. If a Force Majeure situation arises, the Successful Tenderer shall promptly notify the Corporation of such conditions and the causes thereof through e-mail within 24 hrs of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3 days from the date of occurrence of such event. Unless otherwise directed by the Corporation in writing, the Successful Tenderer shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

5.14.3. In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Successful Tenderer shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the Corporation may at its option and discretion terminate the Contract.

5.14.4. The price quoted by the Tenderer and accepted by the Corporation shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Successful Tenderer in the Tender.

5.15. Grievances and Redressal:

As the Government is the Appellate authority, the tenderers may appeal to the Board of Governors for any of their grievances.

5.16. Conciliation & Arbitration:**5.16.1. Conciliation:**

If any dispute or difference arises **between the Corporation/Director of Elementary Education and a Successful Tenderer** with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The Conciliator shall be nominated by the **Director of Elementary Education**. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

5.16.2. Arbitration:

In case of any dispute or difference arising **between the Corporation/Director of Elementary Education and the Successful Tenderer** relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred **to the Arbitrator nominated by the Director of Elementary Education**. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Director of Elementary Education shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. **The Arbitral Award shall be final and binding on both the Corporation and the Successful Tenderer**. No part of the Contract shall be suspended by the Successful Tenderer on the ground of pendency of the Arbitral Proceedings.

The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

5.17. Jurisdiction:

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Successful Tenderers arising out of the Contract.

SCOPE OF WORK:

Supply, Install and maintain the hardware and software mentioned in this RFP.

The proposed solution should work offline as well as online.

The tablets should be used for conducting online assessments, individual learning etc.,

To install and train teachers on classroom management software.

The proposed solution (Projector/ All in one device, Tab) should be mobile/ movable/ portable as when required to any classroom.

Teachers training to be conducted as per the schedule given in the RFP.

There should be one dedicated project manager to overlook the implementation and smooth functioning of the project during the entire project period. The bidder should operate a call centre for continuous support for a period of 5 years. The call centre should be able to resolve the basic technical issues coming in the project.

The bidder should provide basic videos for primary and middle level schools like Rhymes, storytelling videos etc.

6. LETTER OF THE TENDERER

To

The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
EVK SAMPATH MAALIGAI,
D.P.I. Campus
68, College Road,
Chennai – 600 006.
Tamil Nadu, India

Sir,

I / We do hereby tender / offer to the Tamil Nadu Textbook and Educational Services Corporation for the **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)**, conforming to the technical specifications and to the conditions stated in the annexed contract and specification attached here to.

I / We have understood the requirement of the Corporation, the details of the materials to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete delivery of the materials at the places mentioned in the specification, within the time limit specified by the Corporation.

I am / We are aware that quality of the materials and time of delivery are the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Corporation, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Textbook and Educational Services Corporation, I / we have not committed any fraud by furnishing wrong information and the Corporation had not written to us alleging fraud in our transaction with the Corporation.

I / We further confirm that in case, any of the information noted above is found to be in corrected, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within ten days from the date of issue of Letter of Acceptance (LOA).

I / We undertake to sign the contract with the Corporation within fifteen days from the date of issue of Letter of Acceptance (LOA).

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and sales tax clearance certificate or to execute the Contract within the period of fifteen days as referred to above, the sum of **Rs. _____ /-(Rupees _____)** deposited with the tender shall be forfeited by the Tamil Nadu Textbook and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Textbook and Educational Services Corporation , shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

- a. In case, there is any defect found in the Smart Boards and Accessories or in any part of the Computers and Accessories delivered, we undertake to replace the same by a new one.
- b. If the Computers and Accessories delivered is found to have even the slightest damage, due to any reason like in the process of transportation, the material should be replaced by a new one.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation to **“Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)”**

Having fully understood the tender conditions and the above undertaking in this letter, we sign thisDay ofat

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

.....

Name of the Tenderer :

.....

Address :

7. SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR COMPUTERS AND ACCESSORIES:

Chapter provides the minimum hardware & technical specifications for the IT infrastructure requirements. In case the Tenderer feels that higher specifications / additional hardware is required to meet the desired service levels as mentioned in this RFP, the same shall have to be proposed at the bidding stage. In case after winning the contract, the Tenderer is not able to maintain the mentioned agreement due to improper judgment of IT infrastructure requirements on its part, the Tenderer shall have to provide the additional hardware / same specification hardware as mentioned in tender at no additional cost to DEE.

I. Specification for Smart Class Rooms

Sl. No.	List of Hardwares			No of Schools
1.	(1).All in one Device	or	(a).Smart Board	3000
			(b).Projector	3000
			(c).Audio System	3000
			(d). Teacher Tablet	3000
			(e). Speakers	3000
2	10 Tablets for Students in One School (10x3000)			3000
3	Wifi Router			3000
4	Software for connecting the Tabs with features of content access inbuilt CMS			As required
5	Internet/ Broadband			As required

**(1).Specifications for Integrated Computer cum Projector
(All in one Device)**

S.No	Parameter	Specifications
1	Processor	Intel Core i3 7th generation processor or AMD A8 series processor with 3.2 Ghz clock speed or higher
2	RAM	Minimum 4GB DDR3
3	Storage	1 TB
4	Brightness	3000 ANSI Lumens XGA (short throw)or above
5	Technology	Single Chip DLP
6	Resolution	(1024 X 768)
7	Lamp Life	Minimum 4500 hours (standard mode) and 3000 hours (bright mode)
8	Projection-Size	60 – 300” or better
9	Ports	4 USB ports, VGA out, TV tuner 1XRF input cable/antenna
10	Audio	30 Watts or above
11	Compatibility	XGA, SVGA
12	Certification	BIS certificate for Projector Installed in Integrated unit UL Certification
13	Optical Drive	DVD-RW
14	Keyboard & Mouse	Wireless keyboard and Mouse bilingual support
15	Operating System	Windows 10 Academic Edition
16	Remote Control	Wireless remote for Projector
17	Warranty	5 years onsite comprehensive
18	Built In Screen Interactivity Feature	Interactive projection up-to 100”, with auto calibration and support multi-touch and multi-writing feature

(or)

Component	Specification
Computer System	<ol style="list-style-type: none"> 1. Intel Core i3 7th generation processor with processor speed 3.4Ghz (or) AMD A8 series processor with processor speed 3.2 Ghz. Motherboard with Integrated Chipset with Processor or better 2. 1TB SATA HDD with 5400 RPM 3. Intel®/ AMD Graphics Media Accelerator HD or better 4. Wired Communication: Integrated 10/100/1000 Mbps Gigabit Ethernet. 5. Wireless Communication: Integrated Wireless LAN 802.11 b/g/n & Blue tooth 6. Optical Drive: DVD +/- RW (Internal/External) 7. Web Cam required 8. "3 USB (including 1 USB 3.0 port), 1 Head Phone jack & Micro Phone jack/Headphone & Microphone Combo jack, 1 RJ-45, Card Reader, 1 HDMI port"
Projection System	<ol style="list-style-type: none"> 1. Technology LCD/ DLP /LED/ Laser/ Combination of Source 2. Resolution: 1024x768 or better 3. Brightness Minimum 3000 ANSI lumens or better 4. Contrast Ratio 2000:1 or above 5. Lamp life hours in standard mode Minimum 4000 hours or better 6. Zoom Facility/Focus Required 7. Key stone One way must 8. Video Compatibility NTSC, PAL, SECAM 9. Remote Full function remote with battery
Interactive White Board	<ol style="list-style-type: none"> 1. Simultaneous Touch points : 4 to 6 or higher 2. Connectivity: USB / HDMI 3. Interface: Calibration Automatic as well as Manual Calibration 4. Interactive response: Real time interaction and writing speed without any time lag.

	<ol style="list-style-type: none"> 5. Interactive Area: Tracking Active Area/active screen area must be Minimum 80 inches diagonal or higher with Interactive size of minimum 90 inches or more. 6. Calibration : Should be enabled with auto-calibration as well as manual calibration features. 7. External light source disturbance: Should be able to cut-off any stray light disturbance on the interactivity 8. Aspect-Ratio Independent :can use a 4:3, 16:9, or any other aspect ratio as required Pen/Stylus Minimum 3 hrs continuously work after 3 to 4 minutes of charging 9. Writing Performance: Smooth and rounded writing experience
<p>Interactive Application</p>	<ol style="list-style-type: none"> 1. Should Support multi touch & multi writing 2. Should support Gesture Recognition like zoom, pan, tilt, flicks etc 3. Native handwriting recognition of English (on Windows OS platform) 4. Should have the following interactive tools/features like Pen, Eraser, spot light, curtain, 5. Shape recognition up to six-sided figures, Shape editing, auto grouping, infinite colour options for annotation, 6. Colour bucket, back ground pattern, lines & arrows, screen capture tools (freehand captures is must) 7. Import / export files, recycle bin, unlimited pages, Cut & Paste, page navigation, 8. Save page(s), Undo/Redo, Geometric Tools like protractor, compass, ruler etc. 9. Should capable to annotate on any 3rd party applications 10. Should have recording feature 11. Capability of taking Snapshot from running video (on Windows OS platform) 12. Preferred if have “Cloud Access” in Interactive Whiteboard Application to access filtered

	13. Free educational content on any topic in the world
Audio System	<ol style="list-style-type: none"> 1. Speaker :Package 1 Subwoofer + 2 Satellite speaker 2. Frequency Speaker: 200Hz-20KHz, Main Unit: 40Hz-170Hz 3. Bass up/down ± 10dB 4. Input & Output Jack RCA Jack 5. Power Output 20W + 10W x 2 6. Impedance 4 Ω 7. Power Supply AC 200V ~ 240V / 50Hz 8. AUX audio input compatible with DVD/PC/TV 9. Power indicator LED 10. Rotary type Volume control 11. 2.1 Channel multimedia speaker compatible

(2) Specifications for Tablet for Teachers (ONE PER SCHOOL)

S.NO	Parameter	Specifications
1	Display	Minimum 10"HD IPS
2	Resolution	800x1280
3	Operating System	Android 6.0 and better
4	Chipset	MT8735B
5	Processor	1.3 GHz Quad core 64 Bit
6	Memory	RAM-1 GB, Internal Storage 16 GB, Expandable upto 32 GB Micro SD
7	Camera	Rear – 2MP Auto Focus , Front – 0.3 MP
8	SIM	Dual (Normal)
9	Network	4G/3G/2G
10	Battery	5500 mAh Non Removable Lithium-Polymer Battery
11	Connectivity	WiFi, Bluetooth, GPS
12	Connectors	Audio Jack, OTG support

Student TABLET (TEN PER SCHOOL)

Specification	1.3 GHz Quad Core processor, 1 GB RAM, 16 GB ROM, Micro SD option upto 32 GB, Resolution 1024 * 768, Voice Calling, Front Camera Min 2 MP and Rear Camera Min 5 MP, Wi-Fi and Bluetooth compatible with Latest version of Android and Min 4000 mAh Battery backup
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Wi-Fi Router

Specification	Dual Band Wireless Gigabit Router, Smart WiFi Router with External Antennas, Wireless Type 802.11 a/b/g/n
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Class Room Management Software

Specification	Software for connecting the Tabs with features of content access inbuilt CMS
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Software Licenses:

- All system software or any other application licenses procured by the Tenderer under this project will be in the **name of the DEE** on a perpetual basis and should be genuine.
- The Tenderer will have to provide patches, fixes, security updates directly from the OEM at no additional cost to the Government
- Any issues in the software application will be escalated to the Tenderer as per the proposed escalation procedure by the Tenderer and the Tenderer will have to resolve the issues within the defined timelines in the agreement.
- The Tenderer will also be responsible to keep track of the version control of the system software or any other application provided.

8. STATEMENTS, DECLARATIONS AND FORMATS

ANNEXURE - I

PROFILE OF THE TENDERER

The Tenderer shall furnish the following details without fail.

- a) Name of the Organization :
- b) Nature of the Organization :
(i.e. Public Sector Undertaking /
Public Ltd / Private Ltd Company/Society/Trust/Firm)
- c) Number and Year of Registration /Incorporation :
(copy of Certificate of Incorporation shall be enclosed)
- d) Address of the Registered Office of the Company / :
Firm with phone, Fax, and Email ID.
- e) Address of the Factory and Phone No. :
- f) Audited annual report for the last three years :
(copy of the same along with Technical Bid shall be enclosed).
- g) A copy of PAN Card attested by the :
Company Secretary or Managing Director or
the Auditor shall be enclosed.
- h) A copy of registration certificate of GST attested :
by the Company Secretary or Managing Director or
Auditor shall be enclosed

Note: The Tenderer shall enclose documentary proof for the above without fail.

ANNEXURE - II

FORMAT FOR SUBMISSION OF MANUFACTURER AUTHORIZATION FORM (MAF)

TO

The Managing Director,
Tamil Nadu Textbook and Educational
Services Corporation,
DPI Campus,
No.68 College Road,
Chennai-06

Sir,

Sub: Proposal for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of **Smart Class rooms** in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) in Tamil Nadu – Reg

We _____ (name & address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing locations) do hereby authorize M/s _____ (name and address of the Tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

We also certify that the equipment provided by us <Description of the Product like Make, Model No, etc., are not end of life products and the

maintenance support / upgrades / patches> for the proposed products will be provided till the completion of project.

Yours faithfully

For and on behalf of M/s _____ (Name of the manufacturer)

Signature

Name

Designation

Address

Note: This letter of authority should be on the letterhead of the concerned OEM and should be signed by an authorized person.

Date:

Seal:

**Signature of the Tenderer
with Seal**

**Signature of the Auditor /
Chartered Accountant**

**(Name in Capital with
Registration Number)**

ANNEXURE - III**ANNUAL TURNOVER STATEMENT CERTIFICATE**

The annual turnovers of M/s. for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Years	Turnover in lakhs (Rs.)
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
	Total Turnover for three years	
	Average Turnover per year	

Date:

Seal:

**Signature of the Tenderer
with Seal**

**Signature of The Auditor /
Chartered Accountant**

**(Name in Capital with
Registration Number)**

ANNEXURE - IV

Date:

DECLARATION FOR NOT BLACK LISTED

I / We having the registered office at

..... hereby declare that the Firm / Company or its Partners / Shareholders have not been blacklisted by the Corporation or any Undertaking / Corporation of the Central / State Governments / Quasi Governments.

**Signature of the Tenderer
with Seal**

ANNEXURE - V

Date :

DECLARATION FOR HAVING READ ALL TENDER CONDITIONS

I/We having the registered office at..... declare that I/we have carefully read all the terms and conditions of Tender floated by the Tamil Nadu Textbook and Educational Services Corporation, Chennai vide Tender Ref.No.529/EDP/2018 for the **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M)** of Smart Class Rooms in 3000 Primary and Middle Schools in rural areas of Tamilnadu strictly conforming to the specifications as given in the Tender Document and I / we shall abide by all the conditions set forth therein. I/we also undertake to take back the rejected defective and the test-failed Smart boards and accessories/ All in One device at our risk & cost and replace the same within the stipulated time.

**Signature of the Tenderer
with Seal**

ANNEXURE - VI**SELF CERTIFICATION OF QUALITY OF SAMPLES**

Certified that the quality of two samples of Smart Boards and Accessories/ All in One Device submitted with the Tender conforms to the minimum technical specifications prescribed in **Chapter-7**.

A. Minimum Specification:

Description	Required Specification	Whether samples conform to Specifications (Yes / No)
1) All in One Device, Student Tablets/Smart Boards, Projectors, Speakers, Teaching Tablets , Student Tablets and accessories	As per specifications as given in the Chapter-7	

**Signature of the Tenderer
with Seal**

ANNEXURE - VII

Date :

CERTIFICATION OF ORIGINALITY OF TENDER DOCUMENT

I/we having office at declare that the tender forms downloaded from the website www.tenders.tn.gov.in, www.textbookcorp.tn.nic.in have not been tampered with / modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer
with Seal**

ANNEXURE – VIII (a)

**FORMAT FOR AVAILABILITY OF CASH CREDIT FACILITIES -
Nationalised / Scheduled Bank Certificate**

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

Name of Bank
Senior Bank Manager
Address of the Bank

ANNEXURE - VIII (b)

DECLARATION

This is to certify that M/s is a reputed company with a good financial standing. I/We have sufficient financial resources to meet out all expenses from our own funds, if the contract for the work, namely **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas of Tamilnadu to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)** in Tamil Nadu State under SITC&M model is awarded to us. I / We do not need any cash credit facility from any financial institutions for the same.

Signature of the Tenderer
with Seal

ANNEXURE - IX

BANK GUARANTEE FOR SECURITY DEPOSIT

To:

_____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Successful Tenderer]* (hereinafter called "the Successful Tenderer ") has undertaken, in pursuance of Tender No. ____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Successful Tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Successful Tenderer such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Tenderer , up to a total of _____ *[amount of guarantee]* ¹ _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* ¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Successful Tenderer shall in any

way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 72 Calendar months from the date of issue of this bank guarantee.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

- ¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

ANNEXURE - X

(a) MASTER SERVICE AGREEMENT

This agreement is made on this day of month of 2018 at Chennai-, Tamil Nadu, India between the Director of Elementary Education, Chennai-600006 represented by its (herein after referred to as "**Purchaser**" (which term shall mean and include its successors and permitted assigns)

And

M/s..... registered with the provisions of the Commercial Tax Department having its registered office at and Office at, hereinafter referred to as "**Supplier**" (which term shall mean and include its successors and permitted assigns)

WHEREAS Managing Director, Tamilnadu Textbook and Educational Services Corporation invited bids vide Tender Ref. 6886/EDP/2017 dated 22.06.2018 for **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)** and the successful tenderer was selected for **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)** for the execution of work as per the Tender Document . A letter of acceptance (Lr. No.....) was issued communicating the selection of successful tenderer.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) Letter of tenderer and Price bid submitted by the Tenderer

- (b) Technical Specifications for Computers and Accessories
- (c) Instructions to the Tenderer
- (d) Special Terms and Conditions of Contract
- (e) Service Level Agreement
- (f) Letter of Acceptance
- (g) Purchase Order and
- (h) All Addendum issued and replies to queries and any other clarifications

issued by the Corporation as forming part of the contract.

Whereas the Director of Elementary Education and Successful tenderer in pursuance thereof have arrived at the following terms and conditions:

1. This contract shall remain in force during the contract period of **60** months from the date of signing of agreement or any period extended further by the DEE.
2. The successful tenderer agrees to deliver the services as per the scope indicated below within the stipulated period prescribed by TNTB&ESC / DEE.

Now therefore, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the parties hereto agree as follows:

1. Definitions and Interpretations:

1.1. Definitions:

Terms and expressions used in this Master Service Level Agreement (MSA) (including introduction) shall have the meanings set out below in Clause 1.2.

1.2. Interpretation:

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document , the decision of the Director of Elementary Education shall be final and binding.

In the MSA, unless otherwise specified.

- a. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
- b. References to clauses, sub-clauses, paragraphs, Schedules and annexure are to clauses, sub-clauses, paragraphs, Schedules and annexure to this Agreement.
- c. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- d. Words denoting the singular shall include the plural and vice-versa.
- e. Use of any gender includes the other gender;
- f. A reference to any other Document referred to in this Agreement is a reference to that other Document as amended, varied and supplemented at any time.
- g. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- h. **“Assets”** means all Assets used in providing services in accordance with this MSA and shall include:-
 - (i) Information Technology and Non Information Technology infrastructure including Hardware, Software, System Software required for delivery of services under the Project.
 - (ii) All data, Documentation, reports, records, source code, etc., creating during the course of the Project for the purpose of the project.
 - (iii) All upgradation / enhancements and improvements to the above assets.
- i. **‘Acceptance’** means Acceptance of the proposed solution by the Director of Elementary Education after clearance by the ‘Third Party Agency’ deployed by the Director of Elementary Education.
- j. **“Auditor”** refers to the Statutory Auditor of a Company;
- k. **“Business Day”** means any day that is not a Sunday or a public holiday (as declared by Government of Tamil Nadu).
- l. **“Clauses”** refers to Clauses of this Agreement. The words “include” and “including” shall not be construed as terms of limitation.
- m. **“Company”** shall be constructed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

- n. **“Contract”** means the Agreement entered into between the Director of Elementary Education and the “Supplier” as recorded in the Contract form signed by the Director of Elementary Education and the “Supplier” including all attachments and annexure thereto;
- o. **“Contract Period”** means the time period from date of signing of Contract with Supplier till 60 months after Go-live or as further extended by the Director of Elementary Education.
- p. **“Day”** means a period of 24 hours running from midnight to midnight. It means “calendar day” unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from an other country, then the calendar day shall be deemed to be the calendar day applicable to India.
- q. **“Deliverables”** means all the Documents, milestones and activities related to the setting up and operations of Project in the Directorate of School Education, as defined in Tender Document , and as required as per this MSA;
- r. **“Document ”** means any embodiment of any text or image however recorded and included any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche;
- s. **“Earnest Money Deposit/ Bid Security”** refers to the amount to be deposited by the Tenderers to the TNTB&ESC to demonstrate commitment and intention to complete the process of selection of Supplier for **Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas** in the state of Tamil Nadu under centrally sponsored scheme of “ **Information and Communication Technology (ICT)**”
- t. **“Effective Date”** means the date on which this Master Service Agreement is signed.
- u. **“End of Contract”** refers to the time when the Contract Period has ended.
- v. **“External Users”** refers to but not limited to Director of Elementary Education, Staffs of Directorate of School Education, etc. who support them in meeting their obligations to the Director of Elementary Education.
- w. **“Go-live”** means the date as declared by the Director of Elementary Education on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Director of Elementary

Education or as provided in this Tender Document , Planned date of Go-live is 180 days from the date of issue of work order or date of acceptance of the samples whichever is later.

- x. **“Herein”, “Hereof”, “Hereunder”** and similar words refer to this Agreement as a whole and not to any particular Clause, Schedule, unless otherwise explicitly stated.
- y. **“Internal Users”** refers to all the Staff members under the control of Director of Elementary Education would be using the proposed System.
- z. **“Month”** means “calendar month” unless otherwise stated. Where, because of a difference in time zone, the calendar month in one country differs from another country, then the calendar month shall be deemed to be the calendar month applicable to India.
- aa. **“Bid”** means the Documents in their entirety comprising of the pre-qualification bid, Technical and Commercial bid, clarifications to these, technical presentation / demo submitted by the Bidder, in response to the TENDER DOCUMENT and accepted by the TNTB&ESC.
- ab. **“MSA”** means this Master Service Agreement”, together with the recitals and all annexure /Schedules and the contents, requirements, specifications and standards of the Tender Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid of the Supplier.
- ac. **“TENDER DOCUMENT ” / “Tender”** means the Tender Inviting Notice released vide Tender Reference no. 529/EDP/2018 dated. 22 June, 2018, and include all clarifications / addendums, explanations and amendments issued by the TNTB&ESC in respect thereof
- ad. **“Service”** means facilities/Services to be provided as per the requirements specified in this Master Service Agreement and any other incidental Services, such as application development, installation, implementation, training, maintenance, provision of technical assistance and other such obligations of the Supplier covered under the MSA;

ae. "Service Level" means the level of Service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the term of this SLA.

af. "Service Level Agreement" means Agreement(s) executed by and between the Department and the Supplier for delivering various services as set out in this MSA;

ag. "Sign-off" shall mean a written Documentation issued by the Department evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any Documentation or testing, that may be required in terms of the MSA;

ah. "State-wide rollout" refers to the day when the Supplier completes the rollout of the new system at all locations across the state as per requirements of the TENDER DOCUMENT and is ready for acceptance testing by the Director of Elementary Education

ai. "Supply, Installation, Testing, Commissioning and Maintenance (SITC&M)" refers to the process through which the engaged business entity (firm/company) will Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) Scheme as stated in this TENDER DOCUMENT by combining communication infrastructure, hardware and software products from supplier.

aj. "Supplier" means the company with whom the contract has been entered into for providing Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms as specified in this Master Service Agreement and shall be deemed to include the Supplier's successors, representatives (approved by the TNTB&ESC), their, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.

ak. "The Director of Elementary Education" refers to the Head of School Education Department having control over all the Schools where the ICT Scheme is implemented and for all Contractual Obligations

al. Department” refers to the Head of School Education/ Tamilnadu Textbook and Educational Services Corporation for all Contractual Obligations.

am. “Time” means Indian Standard Time

an. “Term” means the duration of this MSA

ao. “Total Contract Value / Contract Value” refers to the value (inclusive of all taxes, levies and duties) finally agreed between the Director of Elementary Education and the Supplier for the delivery of Services mentioned in the Tender Document (after the negotiations with the selected Supplier); which will be the maximum value payable to the Supplier for this Project.

ap. “Users” means the Students and Teachers and other Staffs under the control of Director of Elementary Education;

aq. “Parties” means the Department and the Supplier and “Party” means either of the parties.

1.3 Measurements and Arithmetic Calculations

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.

1.4.Ambiguities within Agreement

In case of ambiguities or discrepancies within this MSA, the following principles shall apply:

- (a) as between two classes of this MSA, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause.
- (b) as between the provisions of this MSA and the Schedules, the MSA shall prevail, save and except as expressly provided otherwise in the MSA or the Schedules;
- (c) Arithmetic errors shall be corrected

(d) As between any value written in numerals and that in words, the lower of the two shall be considered.

1.5 Priority of Documents

This MSA, including its schedules, represents the entire Agreement between the parties as noted in this clause. If in the event of a disputes to the interpretation or meaning of this MSA it should be necessary for the parties to refer to Documents forming part of the bidding process leading to this agreement, than such Document s shall be relied upon and interpreted in the following descending order of priority:

- a) Any clarifications/ amendments issued by the DEE/TNTB&ESC as on date on the MSA, Service level Agreement and Annexure.
- b) This MSA along with the Service Level Agreement and Annexure.
- c) Tender Document and addendum/ corrigendum to the Tender Document (if any)

The parties hereby expressly agree that for the purpose of giving full and proper effect to this MSA, the Tender Document and this MSA shall be read together and construed harmoniously. In the event of any conflict between MSA and the Schedules or the contents of the Tender Document, the provisions contained in the MSA shall prevail over the Schedules or the contents of the Tender Document.

2. CONDITIONS PRECEDENT

2.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this MSA shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Department or its nominated agencies may at any time at its sole discretion waive fully or partially any of the conditions precedent for the Supplier.

2.2. Conditions Precedent of the Supplier

The Supplier shall be required to fulfil the Conditions Precedent within 15 Business Days from issue of the Letter of Intent to the Supplier. The Conditions Precedent is as follows:

a) to provide a Performance Bank Guarantee and any other guarantees to the Department or its nominated agencies

b) to provide the Department 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 MSA by the Supplier.

2.3. Extension of time for fulfilment of Conditions Precedent

a) The parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the term of this MSA.

b) For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to imposition of penalties on the Supplier linked to the delay in fulfilling the Conditions Precedent.

2.4. Non-fulfilment of the Supplier's Conditions Precedent

a) In the event that any of the conditions precedent of the Supplier have not been fulfilled within 15 working Days from the date of issue of Letter of Intent and the same have not been waived fully or partially by the Department or its nominated agencies, this MSA shall cease to exist;

b) In the event that the MSA fails to come into effect on account of non-fulfilment of the Supplier's conditions precedent, the Department or its nominated agencies shall not be liable in any manner whatsoever to the Supplier and the Department shall forthwith forfeit the Performance Bank Guarantee and the EMD.

c) In the event that possession of any of the Department or its nominated agencies facilities has been delivered to the Supplier prior to the fulfilment of the conditions precedent, upon the termination of this MSA, such shall immediately revert to the

Department or its nominated agencies, free and clear from any encumbrances or claims.

3. Performance Bank Guarantee:

The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the successful tenderer and on written request from the unsuccessful tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful tenderers.

The Earnest Money Deposit amount of the successful tenderer will be adjusted against the Security Deposit (SD) payable for successful execution of the Contract.

The successful Tenderers shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the work order as a guarantee for the performance of the Contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through Demand Draft within 15 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of Tamil Nadu Text Book and Educational Services Corporation, Chennai-600 006 payable at Chennai or it may be in the form of **unconditional irrevocable Bank Guarantee valid for 72 months**. Failure of the successful Tenderer to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. Exemption from payment of Security Deposit will not be allowed under any circumstances.

4. PROJECT INITIALIZATION

4.1. Scope of Work

a) Subject to the Terms and conditions of this MSA and the Department performing all its obligations to be performed hereunder, the Supplier shall provide the Department the Services and products defined and described in the Tender Document

b) If any Services, functions or responsibilities not specifically described in this 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 MSA, 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 MSA.

c) The Department reserves the right to modify (add/ delete) the scope of work or amend/delete/add any of the terms and conditions in relation to the scope of work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work. Any changes to the scope of work will be governed by the Change Control Schedule of the MSA.

4.2. Agreement Owners

The following personnel are notified as the owners of the MSA.

	Title	Telephone	E-Mail
Director of Elementary Education	Director of Elementary Education DPI Campus, Chennai – 600 006.	044 – 2827 1169 Fax : 044-2827 1024	dee@gmail.com
Supplier			

4.3. Contact List

Director of Elementary Education, Government of Tamil Nadu will be the primary contact regarding operation of this Master Service Agreement (MSA). Similarly, an authorized signatory of the Supplier will be nominated to be the primary contact regarding operation of this Master Service Agreement (MSA) from the selected Supplier's side. The primary contact from both parties is referred to as the Principal Contact in this MSA. At the commencement date of the Agreement, the contact details of the Principal Contacts are:

Principal Contact of Director of Elementary Education :

Director of Elementary Education,
DPI Campus, College Road,
Chennai – 600 00, Tamilnadu
India.

Telephone : 044 – 2827 1169 Fax : 044-2827 1024

Email : dee@gmail.com

Principal Contact of Supplier : _____, _____, Chennai –

Any changes to the listed contacts must be communicated and updated prior to the change occurring to the Principal Contact of the other party.

4.4. Commencement and Duration of the contract and arrangement beyond the contract

This MSA and the rights and obligations of the parties to this Contract shall take effect on the Effective Date. The Contract Period will commence on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for a period of five years after Go-live of the Project.

The Department would eventually decide on one of the following options for managing the Project beyond the Contract Period.

- a) Replace – Appoint a different agency for providing system maintenance services beyond the Contract Period through a fresh tender
- b) Transfer - The Supplier will transfer the Project including all Assets back to the Department to facilitate the Department to manage operations on its own.
- c) Retain –In the eventuality that no such alternate arrangements are in place for managing the Project at the end of the Contract period, the selected Supplier will be required to continue delivering services as required under this Project, at the same terms and conditions, even beyond the Contract period (such period not exceeding 1 year) till alternate arrangement is done by the Department to manage the operations.

The decision to extend the Contract with the Supplier (if applicable) will be communicated to the Supplier at least 3 months before the expiry of the Contract.

4.5. Statutory Requirements

a) During the tenure of this contract, the Supplier 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 the Department indemnified in this regard.

b) The Supplier will ensure that an updated location-wise list of all assets deployed by the Supplier for the purpose of the Project is available to the Department at all times. The Supplier will seek Department'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 the Department.

c) No party to this MSA 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 the Department.

4.6. Supplier's Obligations

a) The Supplier's obligations shall include all the activities as specified by the Department in the scope of work and other sections of the Tender Document and MSA and changes thereof to meet the Department's objectives and operational requirements. It will be the Supplier'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 MSA, the Tender Document and the Bid.

b) The Supplier shall ensure that the Supplier'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 Supplier shall ensure that the Services

are performed in accordance with the terms hereof and to the satisfaction of the Department.

c) Except as otherwise provided for herein or with the prior written approval of Department, the Supplier and/or Supplier's team shall not:-

i. systematically collect and use any Department data, Deliverable, Assets or Department contents/contents of services and information, including the use of any data mining, or similar data gathering and extraction methods;

ii. market, sell, or make commercial or derivative use of the Department data, Deliverable or Assets, Department contents/contents of services and information;

iii. publish, publicly perform or display, or distribute to any third party any Department data, Deliverables or Department 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 the Department data, Deliverables or Department contents/contents of services and information (including images, any text or the layout/design, form or content of any page or otherwise).

4.7. Department Obligations

a) Director of Elementary Education/ Tamilnadu Textbook and Educational Services Corporation or nominated representative shall act as the nodal point for implementation of the Project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Supplier.

b) The Director of Elementary Education shall provide requisite approvals to the Supplier from time to time, which may include approval of Project plans, implementation methodology, design Documents, specifications, or any other Document necessary in fulfilment of this MSA.

c) The Director of Elementary Education shall interface with the Supplier, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the MSA.

d) The Director of Elementary Education shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of the Department is proper and necessary.

4.8. Supplier's Team

a) Supplier 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, with equal or higher qualification prescribed in Tender Document and who are competent to execute or manage/ supervise the work in a proper and timely manner.

b) The Supplier would keep the Director of Elementary Education updated with the details of the staff members deployed on the Project. The Supplier will ensure that the roster schedule of all deployed manpower for each day at the required locations is made available to the Department for view by authorized Departmental Staff. No change to the deployed manpower shall be done by the Supplier without written approval from the Department except where such removal and/or replacement becomes necessary due to exceptional circumstances like disability, resignation, termination, death, etc. of the resource.

In any case, the provisions in the undertaking in Tender Document shall apply.

c) The Department may at any time request the Supplier to remove from the work / site the Supplier's representative or any person(s) deployed by the Supplier for professional incompetence or negligence or for being deployed for work for which he/she is not suited. The Supplier shall accede to the Department'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 the Department.

d) The Supplier 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 Supplier 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 Supplier shall also ensure that such a change does not adversely impact the quality and timelines of the Project.

4.9. Access to Department's or its nominated Agencies' Premises

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

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

The Supplier shall,-

(a) agree that the grant of access to the Supplier to the Department 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 Supplier 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 Supplier so as to give the Supplier any legal interest therein. The Supplier shall only have the right to enter upon such locations for the purpose of executing the Project in accordance with the terms hereof.

(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 the Department to the Supplier.

(c) agree that the Department building locations, where available, from time to time, shall be made available to the Supplier on an "as is, where is" basis by the Department. The Supplier agrees to ensure that Supplier's team members, do not use such locations, services and items made available by the Department 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 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).

(d) at all times, afford access to the Supplier offices, systems, software, hardware, networks, sites, accounts, Documents, records, Contracts, materials, staff, sub-contractors, etc.) to the Department, their authorized officers, representatives, advisors, experts, auditors and monitoring or certifying entities, the representatives of any competent Government authority having jurisdiction over the Project to inspect the roll-out and operation and to investigate any matter within their authority and the Supplier shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

5. PROJECT MANAGEMENT

5.1. Approvals & Required Consents

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 Supplier to provide the Services. The costs of such approvals and required consents shall be borne by the Supplier.

b) Department shall facilitate the Supplier in obtaining the Required Consents wherever Department intervention is relevant and necessary. The Supplier 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 Supplier's obligations are dependent upon such Required Consents/ Approvals.

5.2. Reporting Progress

- a) Supplier shall allocate a Project Manager who would be a single-point contact for the Department for monitoring day-to-day progress on the Project. The Project Manager would be required to interact regularly with the Department to address issues or provide updates on the Project progress. To facilitate this interaction, a Department Team would be constituted by the Director of Elementary Education. The members of this Department team will have clearly defined roles. The Supplier's Project Manager will interact with the respective members of Department's team for the Project. . The Project Manager shall be allocated full-time for the Project and will be stationed at Chennai atleast till the time of Project Go-Live.
- b) The Supplier agrees not to change its Project Manager without consent from the Department. In the notified and approved absence of Supplier's Project Manager, the Supplier shall appoint an alternate resource on the Project the role of the Project Manager.
- c) The Department can ask the Supplier to replace any of its team members if its performance is not up to the mark and the SI will have to provide an alternate resource with equal or better qualification
- d) The Supplier will deploy a web-based Project Monitoring tool that will allow the Department 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 Supplier will ensure that this tool is updated daily to allow the Department 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 Supplier; and will be available to the Department till the end of Contract.
- e) Besides the monitoring tool, review meetings (weekly till 6 months after Go-live and fortnightly after this period) will be held with the Department to take stock of the progress made in the Project over the previous week and discuss any issues / challenges being faced by the teams. All important team members of the Supplier involved during that stage of the Project will be present for these review meetings. Apart from the proposed review meetings, the Department may schedule any other meetings from time to time. The selected Supplier should ensure that the relevant team members are available for any

such meetings scheduled by the Department. The Department shall draw the minutes of these meetings to record key proceedings and decisions of these meetings.

f) Weekly status reports on the progress made during previous week, key activities planned in next week, progress against planned milestones, issues and escalations if any etc will be submitted to the Department by the Supplier's Project Manager during the entire duration of Contract.

g) The Supplier agrees that the Department may change the periodicity of such reports. Formats for such reporting will be discussed and agreed with the Department at the commencement of this MSA.

h) In case the progress of Project falls behind schedule or does not meet the desired requirements for reasons solely and entirely attributable to the Supplier, the Supplier shall deploy extra manpower, resources, infrastructure to make up the progress or to meet the requirements at no additional cost to the Department.

5.3. Notices

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

To Supplier _____

To DEE :

Director of Elementary Education,

DPI Campus,

College Road,

Chennai – 600 006

Telephone : 044 – 2827 1169 Fax : 044- 2827 1024

Email : dee@gmail.com

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

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

c) Any notice or other Document shall be deemed to have been delivered to the other Party

i. 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

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

iii. 3 Business Days from the date of posting if delivered by Post / Letter

iv. as and when it is sent from the designated email address of the Party as communicated in the MSA (Tender Document) if sent by email or other electronic communication

d) Either Party to this MSA 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.

5.4. Commencement and Duration of Service Level Agreement

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

(b) The Service Level Agreement shall be executed along/separately with the MSA and commence from the effective date of the MSA 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 MSA expires.

(c) A draft Service Level Agreement (SLA) is included herein as a part of this Document .

5.5. Use and Upkeep of Assets

During the term of this MSA the Supplier shall:-

- a) take all reasonable and proper care of the Assets;
- b) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in the TENDER DOCUMENT as at the date the Supplier takes control of and/ or first uses the Assets and during the entire term of the MSA.
- 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 Supplier will be followed by the Supplier and any person who will be responsible for the use of the Assets;
- d) Take such steps as may be recommended by the manufacturer of the Assets and notified to the Supplier or as may be necessary to use the Assets in a safe manner;
- 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;
- f) Train the team identified by Department, 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 Supplier, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them;
- h) Allow the Department 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;

- j) Use the Assets exclusively for the purpose of providing the services as appropriate;
- k) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets;
- l) Use the Assets only in accordance with the terms hereof and those contained in the SLAs;
- m) Maintain standard forms of comprehensive insurance including insurance for the Assets, data, software, etc in the joint names of Department and the Supplier, where Department shall be designated as the 'loss payee' in such insurance policies;
- n) Transfer the ownership of the Assets (not already with Department 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 Department at the appropriate time
(in synchronization with the submission of Deliverables thereof by the Supplier) or in accordance with the terms of this MSA
- o) Ensure the integration of the software with hardware to be installed and the existing Assets in the Director of School Education, in School Education Department 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;
- p) Obtain a sign off from Department or its nominated agency at each stage as is essential to close each of the above considerations.

5.6. Transit Insurance:

The delivery of the quality tested goods in fully packed and labeled condition as per the statutory norms and the specifications given in the Tender Document to the designated destinations in time shall be the responsibility of the Successful Tenderer. The transit loss / theft / pilferage / damage of the goods under any circumstance shall be the liability of the Successful Tenderer. Transit insurance of the goods shall be the liability of the Successful Tenderer.

5.7. Change in Quantity:

The Department 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 Supplier on this Project.

5.8. 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 Supplier and the Department.

5.9. Ownership of Equipment

a) The Supplier shall transfer ownership of infrastructure, supplied on or in connection with this Contract to the Department at the time of Go-Live or earlier termination of Contract.

b) The system software licenses should be procured in the name of the Department during the Contract Period.

6. PROJECT ACCEPTANCE

6.1. Audit, Access and Reporting

a) The Department/ nominated agencies may carry out routine, random 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; The Department/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the Supplier in the process of such audits and inspections.

b) The Department/ nominated agencies may carry out non-timetabled audits necessary as a result of an act of fraud by the Supplier, a security violation, or breach of confidentiality obligations by the Supplier.

c) The Supplier shall provide to the Department/ nominated agencies, or its representatives reasonable access to the employees, sub-contractors, 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. The Department/ nominated agencies shall have the right to copy and retain copies of any relevant records at its own expense and cost. The Supplier shall extend full support to co-operate with them.

6.2. Verification

- a) The Department/nominated agencies, shall have the right, as shall be reasonably necessary, to verify:-
- i. the security, integrity and availability of all the Department data processed, held or conveyed by the Supplier on behalf of the Department and the users and Documentation related thereto;
 - ii. that the actual level of performance of the Services is the same as specified in the Service Level Agreement;
 - iii. that the Supplier has complied with the relevant technical standards, and has adequate internal controls in place
 - iv. the compliance of the Supplier with any other obligation under the MSA and/or the Agreements.

6.3. 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 shall be given by e-mail by the Supplier
- b) Soft copy (by e-mail) and Five (5) printed drafts of the Deliverable material shall be submitted to the Department by the Project Manager of the Supplier.
- c) The Department 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 Supplier shall make the appropriate revisions and shall resubmit the updated final version to the Department for their verification and feedback/acceptance.
- e) The Supplier should strive to submit the Deliverables in parts for getting continuous feedback on the Deliverables. The Supplier should also engage with the Department 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.
- f) The Supplier should plan to submit the draft versions of Deliverables before the scheduled timelines to allow reasonable time for review and acceptance

6.4. Final testing and certification

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

- a) The Department reserves the right to nominate a technically competent agency ("Third Party Agency") for conducting final Acceptance testing and certification;
- b) Such Third Party 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 Tender Document ;

7. PROJECT FINANCES

7.1. Terms of Payment

- a) In consideration of the Services and subject to the provisions of the MSA and SLA, the Supplier shall be eligible to receive payments from the Department in accordance with the Terms of Payment Schedule of the MSA.
- b) It is clarified here that the Department will pay for the Services as stated in accordance with the Terms of Payment Schedule and the Department 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 of the Supplier 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.
- c) Except as otherwise provided for herein or as agreed between the parties in writing, the Department shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.

7.2. Invoicing and Settlement

- a) The Supplier will submit its invoices in accordance with the following principles:
 - i. Generally and unless otherwise agreed in writing between the parties or expressly set out in this MSA or the Service Level Agreement, the System Integrator shall raise a single

consolidated invoice in advance for successful delivery of Services on a milestone basis till Go-live and on a **yearly** basis after Go-live as per the Payment Schedule defined in Terms of Payment Schedule in this Agreement.

ii. The invoice shall be submitted along with the necessary approval/signoff/acceptance/certification provided by the concerned parties for the respective Deliverables linked with the payment milestone, failing which the Department reserves the right to reject the invoices.

iii. Along with the invoice, the Supplier is required to submit the Deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which Department reserves the right to reject the invoices.

iv. Any invoice presented in accordance with this Schedule shall be in a form agreed with the Department.

b) Invoices shall be accurate and all adjustments (if any) to payments to be made to the Supplier shall be applied to the next payment invoice of the Supplier.

c) The Supplier 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 stated in the Terms of Payment Schedule relating to such service are authorized or incurred, whichever is later.

d) Payment for invoices shall be made within 30 days of the receipt of correct and valid invoice by the Department, which has to be upon completion of the said activities, and after obtaining the signoff from the Department for the required Deliverables and is subject to penalties/adjustments based on the Supplier's performance. The penalties are imposed on the Supplier as per the SLA criteria specified in the Service Level Agreement. In case of any delays in payment on part of the Department beyond the period indicated, the Supplier shall be entitled to receive simple interest at prevalent government rates for the amount delayed for the period of delay.

e) The Department shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Supplier where

i. The Department disputes such invoice or part of it provided that such dispute is bonafide.

ii. The Department disputes any previous invoice or part of it that it had not previously disputed under Clause 7.2 (a) provided that such dispute is bonafide. The withheld amount in both the above cases shall be limited to that which is in dispute. The disputed amount in both the above cases shall be referred to the procedure as set out in Clause 7.2 (a).

Any exercise by the Department under this clause shall not entitle the Supplier to delay or withhold provision of the services.

f) The Supplier shall pay all their sub-contractors in a timely fashion in accordance with a mechanism, which will not prejudice the objective of this Project.

g) **No advance payment shall be made.**

h) Payment to the Tenderer shall be made strictly as per the terms of the agreement on per school basis within 30 days after the receipt of valid request for payment with the certificate on satisfactory performance by the concerned School Head Master and third party agency appointed by TNTB&ESC/DEE.

i) The Tenderer would make available the ICT infrastructure for five years on the basis of a Service Level Agreement and assurance of the periodical payments subject to satisfactory maintenance based on **Educational Management Information System (EMIS)** Reports. The following pattern of payment shall be made.

a)	After completion of Installation and commissioning	:	60% of Total cost
b)	At the end of the II – Year	:	10% of Total cost
c)	At the end of the III – Year	:	10% of Total cost
d)	At the end of the IV – Year	:	10% of Total cost
e)	At the end of the V – Year	:	10% of Total cost

j) The Corporation shall recover any dues from the Successful Tenderer if found to be recoverable on a later date in the audit even after final settlement of the Bill. The Successful Tenderer shall be liable to pay such dues to the TNTB&ESC.

7.3. Prices & Taxes

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.

7.4. Currency of Payment

Payment shall be made in Indian Rupees only.

7.5. Taxes

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

b) The Department or its nominated agencies shall provide the Supplier with the original tax certificate of any withholding taxes paid by the Department or its nominated agencies on payments under this MSA. The Supplier agrees to reimburse and hold the Department or any of its nominated agencies harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this MSA, taxes, duties or levies shall include taxes, duties or levies incurred on transactions between and among the Department, the Supplier and third party sub-contractors.

c) 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 MSA, the consequential effect shall be to the account of the Department. 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 MSA, the consequential effect shall be to the account of the Supplier.

d) 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-state materials, equipment or services and (iii) any exemption certificates or information reasonably requested by the other party.

7.6. Liquidated Damages

In addition to the penalty as mentioned in the Service Level Agreement (SLA), liquidated Damages will be levied on the Supplier, in the event of the Supplier:

- (i) Failing to meet the milestones provided for in the MSA,

(ii) Failing to perform the responsibilities and obligations as set out in this MSA and the Tender Document to the complete satisfaction of Department or any of its nominated agencies,

(iii) Misrepresenting facts/information submitted to the Department

Department shall be entitled without prejudice to its other rights and remedies, to deduct from the price payable to the Supplier and also to encash the Prime Bank Guarantee (PBG), provided the total amount to be recovered does not exceed the Total Contract Value or the insurance cover, whichever is higher.

8. BREACH AND RECTIFICATION

8.1. Events Default by the Supplier and Breach of Contract

The failure on the part of the Supplier to perform any of its obligations or comply with any of the terms of this MSA shall constitute an event of default on the part of the Supplier. The events of default as mentioned above may include inter - alias the following.

a) The Supplier has failed to adhere to any of the requirements of the MSA and the Tender Document, or if the Supplier has fallen short of matching such standards/ targets as the Department may have designated with respect to any task necessary for the execution of the scope of work under this MSA and the Tender Document. The above mentioned failure on the part of the Supplier may be in terms of failure to adhere to timelines, standards, specifications, requirements or any other criteria as defined by the Department in the MSA and the Tender Document.

b) The Supplier has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Department despite being served with a default notice which laid down the specific deviance on the part of the Supplier to comply with any stipulations or standards as laid down by the Department

c) 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 Supplier.

d) The Supplier/ Supplier's team has failed to comply with or is in breach or contravention of any applicable laws.

e) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 16 on issuance of a notice of not less than thirty (30) days.

f) If the Supplier in the judgment of the Department or any of its nominated agencies has engaged in corrupt or fraudulent practices in competing for or in executing this MSA Where there has been an occurrence of such defaults inter alia as stated above, the Department shall issue a notice of default to the Supplier, setting out specific defaults/ deviances/ omissions and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Supplier by the Department the Supplier fails to remedy the default to the satisfaction of the Department, the same shall be considered breach of Contract. The Department 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 the Department.

8.2. Termination of Contract:

8.2.1. Termination for Default:

- d) Without prejudice to any other remedy available for the department for levying penalty or any other remedy, Contract will be liable for termination in part or whole if contractor fails to fulfill its any of the obligations under the contract.
- e) The DEE may, without prejudice to any other remedy for breach of Contract by the Successful Tenderer , terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Successful Tenderer.
 - v. If the Successful Tenderer fails to deliver any or all of the goods within the time schedule specified in the Work Order, or within any extension thereof granted by the DEE.
 - vi. If the Successful Tenderer fails to perform any of the obligation(s) under the Contract;
 - vii. If the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.
- f) If the DEE terminates the Contract in whole or in part, the DEE may procure, upon such terms and in such manner as it deems appropriate, the goods similar to those supplied and delivered and in that case the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the DEE for any additional costs involved in procuring and supplying the goods to the designated destinations. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The DEE reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

8.2.2. Termination for Insolvency:

The DEE may at any time terminate the Contract by giving 15 days' written notice to the Successful Tenderer without compensation to the Successful Tenderer and without incurring any liability if the Successful Tenderer becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the DEE.

8.2.3. Termination for Convenience:

The DEE may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Successful Tenderer. The notice of termination shall specify that termination is for the DEE's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Successful Tenderer shall be liable for violation of the Contractual obligations.

8.2.4. Termination for Corrupt or Fraudulent practices:

The DEE requires that Tenderers observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the DEE.

(a) defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
- (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the DEE and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Corporation of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

9. Warranty and Replacement:

9.1 Warranty:

The warranty of the Computers and Accessories supplied by the Successful Tenderer shall be for a period of **Five years** from the date of installation of the same to the schools in Tamil Nadu. The Successful Tenderer shall replace the defective Projector and Accessories supplied by him with new ones at his cost at the designated points during the period of Warranty.

9.2. Replacement:

The quality of Computers and Accessories supplied by the Successful Tenderer shall be in accordance with the **Specifications as in the Tender Document**. If any defect is found pursuant to the post-supply test in respect of the supplied quantity of the Projector and Accessories, the Successful Tenderer shall replace the rejected Computers and accessories for the particular School with the new ones as per the instructions of the DEE.

9.3. Limitation of Liability

(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

(b) Except in the case of gross negligence or willful misconduct on the part of the System Integrator/Supplier's team or on the part of any person or firm acting on behalf of the Supplier executing the work or in carrying out the services, the Supplier, with respect to damage caused by the Supplier including to property and/or Assets of the Department or of any of the Department's vendors shall regardless of anything contained herein, not be liable (on aggregate basis) for any direct loss or damage that exceeds (A) the Total Contract Value or (B) the proceeds the Supplier may be entitled to receive from any insurance maintained by the Supplier to cover such a liability, whichever of (A) or (B) is higher.

For the purposes of this clause, "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligations of the party under the MSA and which causes harmful consequences to life, personal safety or real property of the other party which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard of any provision of this MSA which a party

knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other party but shall not include any error of judgment or mistake made in good faith.

(c) There shall be no limitation of liability in respect of the Supplier in case of any damages for bodily injury (including death) and damage to real property and tangible personal property, other than as applicable under the relevant laws.

(d) This MSA does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective parties to this MSA, as the case may be.

(e) Any claim or series of claims arising out of or in connection with this MSA shall be time barred and invalid if legal proceedings are not commenced by the relevant party against the other party within a period of 3 years from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

(f) The Department shall be entitled to claim the remedy of specific performance under this MSA.

9.4. Force Majeure:

9.4.1. Force Majeure means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.

9.4.2. If a Force Majeure situation arises, the Successful Tenderer shall promptly notify the DEE of such conditions and the causes thereof through e-mail within 24 hrs of such event. The e-mail communication shall be followed by a report with Documentary evidence to be sent to the DEE within 3 days from the date of occurrence of such event. Unless otherwise directed by the DEE in writing, the Successful Tenderer shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

9.4.3. In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Successful Tenderer shall not be liable to pay penalty. Further if the performance in whole or part, of any

obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the DEE may at its option and discretion terminate the Contract.

9.4.4. The price quoted by the Tenderer and accepted by the TNTB&ESC shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Successful Tenderer in the Tender.

9.5. Confidentiality

(a) The Department may permit the Supplier to come into possession of confidential public records as per the needs of the Project and the Supplier (including its employees, contractors, agencies and representatives) shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

(b) Additionally, the Supplier shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities to the extent necessary/required as per regulations/law.

(c) The Department shall retain all rights to prevent, stop and if required take the necessary punitive action against the Supplier regarding any forbidden disclosure.

(d) The Supplier shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure Agreements, which have been duly approved by the Department, 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

(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;

(e) This clause shall survive the expiry or earlier termination of this MSA.

9.6. Data Protection

- a) The Supplier will comply with the directions issued from time to time by the Department and the standards related to the security and safety, insofar as it applies to the provision of the Government services.
- b) The Supplier shall also comply with Information Technology security and standards defined in the MSA and the Tender Document.
- c) The Supplier shall endeavour to report forthwith in writing to the Department all identified attempts (whether successful or not) by unauthorized persons either to gain access to or interfere with the Department data, facilities or confidential information.
- d) The Supplier shall report in writing to the Department 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.

10. INTELLECTUAL PROPERTY RIGHTS

a) **Products and fixes:** All products and related solutions and fixes provided pursuant to this work order shall be licensed according to the terms of the license Agreement packaged with or otherwise applicable to such product. Supplier would be responsible for arranging any licenses associated with products.

a. **"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 the Department for license which is published by product owner or its affiliates, or a third party.

b. **"Fixes"** means product fixes that are either released generally (such as commercial product service packs) or that are provided when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

b) For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done), forms and the compilations that were developed or generated during the course of the Project to which the Department has sovereign rights and nothing herein shall or will be construed or deemed to grant to the Supplier any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.

c) All right, title and interest in and to, and ownership in, Proprietary Information of Supplier, which is provided to the Department for the Project including source code of any pre-existing application of the Supplier, shall remain solely with the Supplier. The Department shall be entitled to use such Supplier Proprietary Information only in connection with the services or to the extent necessary for the Project's normal operational, repair and maintenance purposes related to the services. The Department shall not have the right to resale or redistribute such Proprietary Information of the Supplier.

d) However, any software that may be acquired from third parties during the term of the MSA and that which may be developed by the Supplier during the course of the MSA specifically for the Project shall not be considered as Supplier's Proprietary Information by the Department.

e) Accordingly, all rights, title and interest in and to, and ownership in, any modifications, enhancements, customizations of the Supplier's pre-existing work that may have been done by the Supplier during the course of the MSA specifically for the Project or as a result of Services rendered by the Supplier hereunder shall remain solely with the Department.

All right, title and interest in and to, and ownership in, Proprietary Information of the Project which is provided to Supplier by the Department; and all modifications, enhancements and other derivative works of such Project Proprietary Information ("Proprietary Information"); any modifications, enhancements, customizations of the Supplier's pre-existing work that may have been done by the Supplier during the course of the MSA specifically for the Project or as a result of Services rendered by the Supplier hereunder shall remain solely with the Department. Supplier shall be entitled to use such Proprietary Information only during the MSA term and only for the purposes of providing the services or to the extent necessary for Supplier's normal operational, repair and maintenance purposes related to the services. The Department shall retain ownership of all Intellectual Property Rights related to this Project Proprietary Information.

g) With respect to ownership of the Deliverables, the parties agree that the following shall apply:

i. Deliverables provided to the Department by Supplier during the course of its performance under this MSA, which includes but is not limited to software as defined in this MSA, in which, subject to the foregoing provisions of this clause, all right, title and interest in and to such Deliverables, shall, as between the Supplier and the Department, immediately upon creation, vest in the Department. To the extent that the Supplier Proprietary Information is incorporated within the Deliverables, the Supplier and its employees engaged hereby grant to the Department a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to the Department's

facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of the Department, of such Supplier Proprietary Information. The Department's rights pursuant to the preceding sentence include the right to disclose such Supplier Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure Agreements reasonably required by the Department.

h) The Department hereby grants to the Supplier a non-exclusive right and license to access and use the Department offices and information solely for the purpose of providing services on this Project. Subject to conditions mentioned in this clause, such right and license shall terminate upon the expiration or termination of this MSA.

i) Without limiting the generality of Clause 10 (b) and except to the extent otherwise expressly agreed by the parties to this MSA in writing, nothing contained in this MSA shall or will be construed or deemed to grant to the Supplier any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the Department or its respective affiliates/nominees or any confusingly similar designations of the Department.

j) Subject to any sole or exclusive rights granted by the Department to a third party prior to the effective date, the Department grants to the Supplier and any sub-contractors to the Supplier solely in their performance of Services for Department or its nominated agencies, non-exclusive, paid-up, royalty-free right and license during the term of this MSA, but not the right to sub-license, to use Department data including the right to copy, perform, display, execute, reproduce, modify, enhance and improve the Department data to the extent reasonably necessary or useful for the provision of Services hereunder.

k) Supplier shall not use the Department data to provide services for the benefit of any third party, as a service bureau or in any other manner.

l) Supplier shall indemnify, defend and hold harmless the Department and their employees, successors and assigns, from and against any and all losses arising from claims by third parties that any Deliverable (or the access, use or other rights thereto), any equipment, software, information, methods of operation or other intellectual property created by Supplier or sub-contractors pursuant to this MSA, or the SLAs or a Project Engagement Definition under the MSA (i) infringes a copyright enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of the

India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by

- i. Department by itself or through other persons other than Supplier
- ii. Third parties (i.e., other than Supplier) at the direction of the Department.

m) The Department shall have no liability or obligation to the Supplier or any other party under Clause 10 (g) above to the extent the Infringement Claim is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any party (including any use by Supplier or its nominees outside the scope of the Services) other than for the Project.

n) Notwithstanding any provisions of this MSA to the contrary, the foregoing remedies constitute the parties' sole and exclusive remedies and each party's entire liability, with respect to Infringement Claims.

o) Upon the expiration or any termination of this MSA, Supplier shall undertake the actions set forth below in this clause to assist the Department to procure replacement services equivalent to Services provided hereunder.

- i. Further the Supplier undertakes to negotiate in good faith with the Department and any relevant replacement Supplier in respect of commercial terms applying to all Supplier's Intellectual Property Rights and which Department and any relevant replacement Supplier require to enable to provide or receive services substantially equivalent to the Services hereunder.

- ii. In respect of Supplier third party Intellectual Property Rights, Supplier undertakes to assist the Department to secure such consents or licenses from such third parties as are necessary to enable the Project to receive services substantially equivalent to the Services hereunder. The obligations of the Supplier under this clause shall be considered part of the Services performed by the Supplier under the obligations contained in the Exit Management Schedule.

11. 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 MSA and until a period of 12 months has expired after the termination or expiry of this MSA

12. CHANGE OF CONTROL

- a) In the event of a change of control of the Supplier during the term, the Supplier shall promptly notify the Department and/or its nominated agencies of the same.
- b) The Contract with the Supplier will get transferred to the surviving entity. In the event that the net worth of the surviving entity is less than that of Supplier prior to the change of control, the Department 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 Supplier from a guarantor acceptable to the Department or its nominated agencies (which shall not be Supplier or any of its associated entities). The value of Performance Bank Guarantee, if required to be revised, would be decided by the Department at that time.
- c) If such a guarantee is not furnished within 30 days to the Department or its nominated agencies requiring the replacement, or the surviving entity unable to execute the Contract in its fullest, the Department may exercise its right to terminate the SLA and/ or this MSA 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 Clause 8.2 of this MSA shall follow. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Supplier 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.

13. SEVERABILITY AND WAIVER

If any provision of this MSA 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 MSA or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant 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 MSA or the SLAs of any right, remedy or provision of this MSA 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 MSA 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 MSA 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 MSA.

14. NON-ASSIGNMENT

a) Supplier shall not sub-contract the following on this Project:

- i. Application development / customization / maintenance including all components of the application such as, Grievance Redressal and Helpdesk
- ii. Data Migration, if any
- iii. Control Centre management
- iv. Hardware procurement, deployment and commissioning
- v. Project management.

b) Supplier shall not sub-contract any work to be performed under this MSA without Department's prior written consent and approval.

c) The Supplier undertakes to indemnify the Department or its nominated agencies from any claims on the grounds stated hereinabove.

15. ARBITRATION AND DISPUTE RESOLUTION

a) The Department and the Supplier 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, the Department and the Supplier 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) Arbitration for any such dispute shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof..

d) All legal proceedings, if necessary, related to any of the parties shall be lodged in the court of appropriate jurisdiction and situated at Chennai only.

e) Any fact or condition, which may not have been mentioned in terms and conditions and may arise during the Contract Period, shall be decided as per the State Govt policy/ rules. In case rules/ policies do not provide any such situation, the issue will be decided by the Sole Arbitrator.

f) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

16. CONFLICTS OF INTEREST

a) The Supplier shall hold the Department's interests paramount, without any consideration for future work and strictly avoid conflict of interest with other assignments or their own Departmental interests. If during the period of this MSA, a conflict of interest arises for any reasons, the Supplier shall promptly disclose the same to the Department.

b) The Supplier shall also cause its staff and sub-contractors 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 MSA.

17. NON-BENEFIT OF COMMISSIONS, DISCOUNTS

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

18. The **DEE** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. No	Location	Qty	UOM	Accepted Unit Price	Accepted Total Price
1	Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT)	3000	Schools		
2	Establishment of Centralized Control Center	1	No		
3	Operation and Maintenance Services	60	Months		
Total without GST					
GST Value					
Total with GST					
Total Amount in words including GST:					

In addition to the above, the instructions issued under general as well as special conditions of contract specified in the terms and condition of the tender document will be binding in the Agreement signed by the contractor

IN WITNESS WHEREOF the parties have, by duly authorized representatives set their respective hands on the date first above written

For Supplier Signature of theSupplier

Witness 1

Witness 2

For Department Signed for and on behalf of and by the order and

Witness1

Witness 2

ANNEXURE - X

(b) SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2018

BETWEEN:

Director of Elementary Education, Government of Tamil Nadu, represented by its _____ having his office at, DPI Campus, College Road Chennai – 600 006, India hereinafter referred to as 'Purchaser', which expression shall, unless the context otherwise requires, include its permitted successors and assignee);

AND

-----, a Company registered under the Commercial Tax Department, having its registered office at _____ (hereinafter referred to as '**Supplier**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

WHEREAS

A Director of Elementary Education and _____ have entered into a Master Service Agreement ("MSA") made on this ____ day of _____ 2018.

B In accordance with Clause (1.2.(af)) of the MSA, Purchaser and Supplier wish to enter into this Service Level Agreement ('SLA') on the following terms.

1. GENERAL PROVISIONS OF THE SERVICE LEVEL AGREEMENT

1.1. Definitions

Terms and expressions used in this Service Level Agreement shall have the meanings set out below in Clauses 1.2 and 5.4 of the Master Services Agreement.

1.2. Interpretation

The Interpretation of Clauses is described in Clause 1.2 of the Master Services Agreement.

In this Agreement, unless otherwise specified:

- a. References to clauses, sub-clauses, paragraphs, Schedules and annexure are to clauses, sub-clauses, paragraphs, Schedules and annexure to this Agreement.
- b. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.
- c. Words denoting the singular shall include the plural and vice-versa.
- d. Use of any gender includes the other genders;
- e. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied and supplemented at any time.
- f. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- g. **'Acceptance'** means Acceptance of the proposed solution by the Director of Elementary Education after clearance by the 'Third Party Agency' deployed by the Director of Elementary Education/ Tamilnadu Textbook and Educational Services Corporation.
- h. **"Business Day"** means any day that is not a Sunday or a public holiday (as declared by Government of Tamil Nadu).
- i. **"Clauses"** refers to Clauses of this Agreement. The words "include" and "including" shall not be construed as terms of limitation.
- j. **"Company"** shall be constructed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.
- k. **"Contract"** means the Agreement entered into between the Director of Elementary Education and the "Supplier" as recorded in the Contract form signed by the Director of Elementary Education and the "Supplier" including all attachments and annexure thereto;
- l. **"Contract Period"** means the time period from date of signing of Contract with Supplier till 60 months after Go-live or as further extended by the Director of Elementary Education.
- m. **"Day"** means a period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time

zone, the calendar day in one country differs from an other country, then the calendar day shall be deemed to be the calendar day applicable to India.

- n. **“Deliverables”** means all the documents, milestones and activities related to the setting up and operations of Project in the Director of Elementary Education, as defined in Tender Document, and as required as per this MSA;
- o. **“Document”** means any embodiment of any text or image however recorded and included any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche;
- p. **“End of Contract”** refers to the time when the Contract Period has ended.
- q. **“External Users”** refers to but not limited to Director of Elementary Education, Director of Elementary Education Staff, etc. who support them in meeting their obligations to the Director of Elementary Education.
- r. **“Go-live”** means the date as declared by the Director of Elementary Education on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Director of Elementary Education or as provided in this Tender Document, Planned date of Go-live is 180 days from the date of issue of work order or date of acceptance of the samples whichever is later.
- s. **“Herein”, “Hereof”, “Hereunder”** and similar words refer to this Agreement as a whole and not to any particular Clause, Schedule, unless otherwise explicitly stated.
- t. **“Internal Users”** refers to all the Staff members under the control of Director of Elementary Education would be using the proposed System.
- u. **“Month”** means “calendar month” unless otherwise stated. Where, because of a difference in time zone, the calendar month in one country differs from another country, then the calendar month shall be deemed to be the calendar month applicable to India.
- v. **“Bid”** means the documents in their entirety comprising of the pre-qualification bid, Technical and Commercial bid, clarifications to these, technical presentation / demo submitted by the Bidder, in response to the Tender Document and accepted by the TNTB&ESC.
- w. **“TENDER DOCUMENT” / “Tender”** means the Tender Inviting Notice released vide Tender Reference no. 529/EDP/2018_dated. 22 June, 2018, and

include all clarifications / addendums, explanations and amendments issued by the TNTB&ESC in respect thereof

- x. **“Service Level”** means the level of Service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the term of this SLA.
- y. **“State-wide rollout”** refers to the day when the Supplier completes the rollout of the new system at all locations across the state as per requirements of the Tender Document and is ready for acceptance testing by the Director of Elementary Education
- z. **“Supply, Installation , Testing, Commissioning and Maintenance (SITC&M)”** refers to the process through which the engaged business entity (firm/company) will Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of Smart Class rooms in 3000 Government Primary and Middle Schools in rural areas to facilitate learning of subjects with the aid of Information and Communication Technology (ICT) Scheme as stated in this Tender Document by combining communication infrastructure, hardware and software products from supplier.
- aa. **“Supplier”** means the company with whom the contract has been entered into for providing Supply, Installation, Testing, Commissioning and Maintenance of Smart Class rooms as specified in this Master Service Agreement and shall be deemed to include the System Integrator’s successors, representatives (approved by the TNTB&ESC), their, executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- ab. **“The Director of Elementary Education”** refers to the Head of School Education Department having control over all the Schools where the ICT Scheme is implemented and for all Contractual Obligations **“Time”** means Indian Standard Time.
- ac. **“Total Contract Value / Contract Value”** refers to the value (inclusive of all taxes, levies and duties) finally agreed between the Director of Elementary Education/ Tamilnadu Textbook and Educational Services Corporation and the Supplier for the delivery of Services mentioned in the Tender Document (after

the negotiations with the selected System Integrator); which will be the maximum value payable to the Supplier for this Project.

ad. “Users” means the Students and Teachers and other Staffs under the control of Director of Elementary Education;

1.3 Measurements and Arithmetic Conventions

Measurement and Arithmetic Conventions are described in Section 1.3 of the Master Service Agreement.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the principles as described in Section 1.4 of the Master Services Agreement shall apply.

1.5 Priority of documents

The priority of documents is described in Section 1.5 of the Master Services Agreement.

1.6 Structure

This Service Level Agreement shall operate as a legally binding services Agreement specifying terms which apply to the parties and to the provision of the Services by the Supplier to the Director of Elementary Education under this Service Level Agreement and the Master Services Agreement.

1.7 Objectives of the Agreement

The following are the objectives of the Project:

- 1) To setup Smart Class Room infrastructure at
 - a. 3000 Government Primary and Middle Schools in rural areas in Tamil Nadu
- 2) To maintain and operate the entire lab in working condition during the contract period of 5 years in SITC&M model. The bidder should setup the Smart Class Room and maintain the same for the period of 5 Years as per SLA Terms.
- 3) The required components at each schools are given below.
 - a. 3000 Government Primary and Middle Schools in rural areas in Tamil Nadu

To provide the following services for Management of all Smart Class Rooms at designated schools. Requirements are given below for all the aspects of the implementation and operation of the project.

- a) Supply, Installation, Testing, Commissioning and Maintenance of Smart Class Rooms as per specifications in Chapter-7 in the Tender Document for Five years as per SLA Terms
- b) To procure and install the required amount of furniture and electrical works activities along with earthing on the site provided by School as per the tender specifications in Chapter-7 in the Technical Specification.
- c) To make provision for internet leased line connectivity of at least 2 Mbps for Schools via any option like Fiber, Wireless etc.
- d) To impart one day training to five teachers at every school on admin and user related activities. School Headmaster should depute the relevant teachers on stipulated time.
- e) To continuously look for stable security updates, fixes and patches and update it in all ICT Components at no additional cost to the Government on regular basis (Atleast every three months once)
- f) All system software or any other application licenses procured by the SI under this project will be in the name of the Director of Elementary Education on a perpetual basis and should be genuine.
- g) To provide an internet connection however if any other connectivity is implemented in future, SI shall have to facilitate integration of the same with the lab as and when instructed by the Department
- h) Objective of the control center to centrally monitor, provision and manage the all schools' IT components and provide complete MIS reports and visibility on utilization, availability for ease management of complete project.
- i) Proposed control center should be able to manage the all IP enabled IT components from the central locations such as Firewall, Access Points, Servers.

- j) Proposed control center should provide helpdesk functionality to log the calls, monitors the network, resolve the issues, manage OEM and report to DEE on Utilizations, Availabilities, Issues and complete MIS information.
- k) Helpdesk should be reachable through IP based contact center solutions, E-Mail, Web based applications.
- l) Design, Supply, Installation, Testing, Commissioning and Maintenance of Control Center Environment equipment like Server, Storage, Network, EMS, Civil, Electrical, Cooling, Safety, Security, Firewalls for Five years
- m) Solution should be designed to monitor, manage, facilitate IT equipments of all 3000 Schools and should be scalable to handle 4000 schools and this scalability should not be vendor specific.
- n) To ensure the smooth and reliable function of Control center and if in case of any additional hardware required, same should be supplied at free of cost to the Department.
- o) Design, Supply, Installation, Testing, Commissioning and Maintenance of Helpdesk environment equipment like Workstations, IP Phones, Civil, Furniture, Cooling, Electrical, 2x2 43" Videowall.
- p) Design of the data center should with high "Energy efficiency", "sustainability"& with "Green IT" concept. The power consumption during running operations needs to be optimized. The data centre must make the required services available with high performance, high availability with modular scalable Infrastructure for future expansion.
- q) The system should have N+N redundancy for power and cooling distribution with N + 1 redundancy. The Blue print of all the buildings should be prepared by the successful bidder after the contract has been awarded. Vendor will undertake all the necessary activities for successful implementation of the Data Center.

- r) To make provision for internet leased line connectivity of at least 100 Mbps at Control center via Fiber along with redundant connectivity. 100 Mbps is minimum bandwidth, however bidder should size the bandwidth based on their solution and quote the same
- s) To depute minimum 2 L2 level engineers for Helpdesk operations (Three Years' Experience in IT) and One Operation Delivery Manager with minimum experience in IT for five years
- t) The department shall arrange the necessary minimum constructed rooms / permanent construction for locating the ICT lab. The space cannot be used for any purpose other than delivering the services under the services as contracted under this agreement. The department should provide power bill to ICT Smart Class Room.

To meet the aforementioned objectives, the System Integrator will provide the Service levels in accordance with the performance metrics defined by the Director of Elementary Education and as more particularly described in Section 2.4 of this Agreement. Further this SLA shall govern the provision of the contracted Services to the Director of Elementary Education or its nominees after the Effective Date.

1.8. Scope of the Agreement

This Agreement encompasses the portion of the establishment of Smart Class Room under ICT Scheme contracted to the Supplier as covered in the scope of work in the Tender Document. This Service Level Agreement (SLA) will do the following:

- Define objective performance metrics for the Services rendered by the Supplier
- Establishment of Smart Class Room for SLA change management
- Define parties covered by this Agreement

The following parties are obligated to follow the procedures as specified by this Service Level Agreement

- Director of Elementary Education
- Supplier

1.9. Agreement Owners

The following personnel are notified as the owners of the SLA. These staff must be notified to discuss Service Level Agreement considerations and take SLA change requests:

	Title	Telephone	E-Mail
Director of Elementary Education	Director of Elementary Education DPI Campus, Chennai – 600 006.	044 – 28271169 Fax : 044- 2827 1024	dee@gmail.com
Supplier			

1.10. Contact List

Director of Elementary Education, Government of Tamil Nadu will be the primary contact regarding operation of this Service Level Agreement (SLA). Similarly, an authorized signatory of the Supplier will be nominated to be the primary contact regarding operation of this Service Level Agreement (SLA) from the selected Supplier's side. The primary contact from both parties is referred to as the Principal Contact in this SLA. At the commencement date of the Agreement, the contact details of the Principal Contacts are:

Principal Contact for Director of Elementary Education :

Director of Elementary Education,
DPI Campus, College Road,
Chennai – 600 006
Telephone: 044 – 28271169 Fax : 044- 2827 1024
Email: dee@gmail.com

Principal Contact for Supplier: _____, _____, Chennai –

Any changes to the listed contacts must be communicated and updated prior to the change occurring to the Principal Contact of the other party.

1.11. Commencement and Duration of This Service Level Agreement (SLA)

This Service Level Agreement (SLA) shall commence on the date of signing of Agreement (hereinafter the 'effective date') by the Director of Elementary Education and the Supplier and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties, continue for a period of five years after "Go-live" of the Project.

1.12. Updating the Service Level Agreement

- (1) This Service Level Agreement is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. As technology changes, the Services and systems covered by this Agreement and their performance expectations will change. This document may be reviewed and revised by mutual Agreement between the Director of Elementary Education and Supplier. Changes to the Service Level Agreement may be required at other times to include new systems, change in operating hours, etc.
- (2) Any and all changes to the Agreement will be initiated in writing between the Director of Elementary Education and the Supplier. The Service levels in this Agreement are considered to be standard for the Director of Elementary Education and will only be modified if both parties agree to an appended set of terms and conditions.
- (3) Any changes to the Service Level Agreement will be governed by the Change of Control detailed in the MSA.

1.13. Document History

All revision made to this document will be listed here in chronological order.

Version	Date	Description of Change

The supplier will provide Services to the Director of Elementary Education at various office locations on specified days as per the standards defined for each activity in the Service Level requirements detailed in section 2.4 of this SLA.

2.2. Performance Review

Performance review of the Services rendered by the Supplier will be done in Project review meetings that will be conducted weekly till 6 months after Go-live and fortnightly after this period till end of Contract. The Principal Contacts of either the Parties or their nominated representatives will attend these Project review meetings to discuss progress made on the project, priorities, service levels and system performance. Additional meetings may be held at the request of either the Director of Elementary Education or the Supplier. The agenda for these meetings will at least cover:

- i. Service performance.
- ii. Review of specific problems / exceptions and priorities
- iii. Review operation of the SLA and determine corrective action to overcome deficiencies..

Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply mutatis mutandis to this SLA. In the event of a conflict in interpretation of any clause in the MSA and the SLA, the provisions of the MSA shall prevail.

2.3. Detailed Service Levels

The detailed service levels are mentioned below.

Please note that:

- a) For SLAs, wherever Slabs are mentioned, penalty will be cumulated over the different slabs. Please refer to the examples for clearer understanding.
- b) Following hours shall be used for the purpose of calculation of uptime and Issue resolution time SLAs:

Physical Office Locations (Schools): 9 AM to 5 PM excluding Sundays and holidays as declared by Govt. of Tamil Nadu"

- c) TCV is the Total Contract Value

d) System Uptime, System concurrency, Application and Query response time SLAs shall be applicable for services delivered through any Client infrastructure i.e., Desktops, Laptops, Mobile phone etc

e) The penalty for default on the first two SLAs will be deducted from the payment to be made for the respective milestone.

This section defines the required service levels, which the Tenderer must adhere to. Some of the terms and definitions mentioned in the SLAs have been provided in the following table:

The agreement shall be executed with the Director of Elementary Education. Based on EMIS report, SLA will be calculated and penalty will be imparted same will be deducted in terms payment.

S.No	SLA Terms	Description
1	Uptime	'Uptime' refers to availability of network across various Smart Class Rooms. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total working time in the month (in minutes) multiplied by 100
2	Prime Business Hours (PBH)	PBH refers to the prime network utilization period, which shall be typically School hours starting from 09:30 hrs till 17:00 hrs on all working days. It can vary from school to school
3	Extended SLA Hours (ESH)	ESH refers to the lean network utilization period, which shall be typically starting from 18:00 hrs until 09:00 hrs on Monday to Saturday and 00:00 hrs to 23:59 hrs on Sunday or any other period to be defined by the DEE.
4	System Uptime	Time for which user is able to access the software applications and other components during the working hours. The system can be down due to any of the reasons including failure of hardware, network, system software, application, etc. System uptime will be measured for Working days and during School Working hrs. Electricity failure will be excluded, necessary document to be submitted for the justifications
5	Bugs/Issues in application	Critical bugs / issues – Bugs / issues affecting more than one lab or more than one user in a lab, Non-critical bugs / issues – Bugs / issues affecting at most one user in a lab.

SI.No	Description	Working Hours (Monday-Saturday)	Availability
1	Uptime – Smart Class Room – Internet Connectivity availability	8.00 AM to 06.00 PM	>95%

2	Uptime - Control Center – Internet Connectivity Availability	8.00 AM to 06.00 PM	>99.5%
3	System Uptime at Smart Class Rooms	8.00 AM to 06.00 PM	>95%
4	Critical Incident/Reported Issues	8.00 AM to 06.00 PM	Response: Two working Days Resolution: Five working Days
5	Non-Critical/Minor Issues/Upgradation related activities	8.00 AM to 06.00 PM	Response: Three working Days Resolution: Seven working Days

2.4. Project Manager:

The Tenderer will have to provide one Project Manager based at Chennai, Tamil Nadu to coordinate, implement and to provide regular feedback and reporting regarding the project to the Director of Elementary Education Department. The Tenderer will have to select the Project Manager in consultation with Director of Elementary Education Department and will provide the appointment letter along with the eligibility documents to the DEE.

The Minimum Professional Qualifications for the Project Manager:

- i. Master's Degree in Business Administration from a recognized University.
- ii. Minimum 5 years in project management and handling similar projects.

IN WITNESS WHEREOF the parties have by duly authorized representatives set their respective-hands and seal on the day month and year first above written in the presence of:

WITNESSES:

Signed by:

(Name and designation)

Signed for and on behalf of and by the order and direction

of the Director of Elementary Education

Principal Contact of Director of Elementary Education

Signed by:

Signature of the Supplier

(Name and designation)

(Supplier)

PART – B**9. PRICE BID****(TO BE FURNISHED IN PART – B COVER)****SCHEDULE OF RATES OFFERED FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE (SITC&M) OF SMART CLASS ROOMS AS PER SPECIFICATIONS IN CHAPTER- 7****Rates to be quoted for any one option only**

Sl. No.	Details	Rate for Supply, Installation, Testing, Commissioning and Maintenance (SITC&M) of one Smart Class Room including cost of delivery at designated locations and maintenance cost for 5 years **
1	Basic Cost	
2	GST	
3	Total cost per one Smart Class room	
4	For 3000 Primary & Middle Schools	
5	Total Cost including GST	
Total amount in Words		

**** List of hardwares, offered to be supplied, at the quoted rates, should be enclosed**

**Signature of the Tenderer
with Seal**