



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

TENDER DOCUMENT

Supply, Installation, Integration, Testing, Commissioning, Maintenance and Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools and Command & Control Centre in Tamil Nadu State

Tender Ref. RC. No: 6324/EDP/2021

Date of Notification of Tender	12.12.2022
Pre-bid Meeting	28.12.2022 10.30 AM
Last Date for Submission of Tender	19.01.2023 02.00 PM
Date of Opening of Tenders	19.01.2023 02.30 PM
Cost of Tender document (hard copy) (Download is free)	₹ 1,000 + 18% GST = ₹ 1,180/-
Bid Processing Fee	₹ 10,000 + 18% GST = ₹ 11,800/-

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1. SCOPE OF TENDER

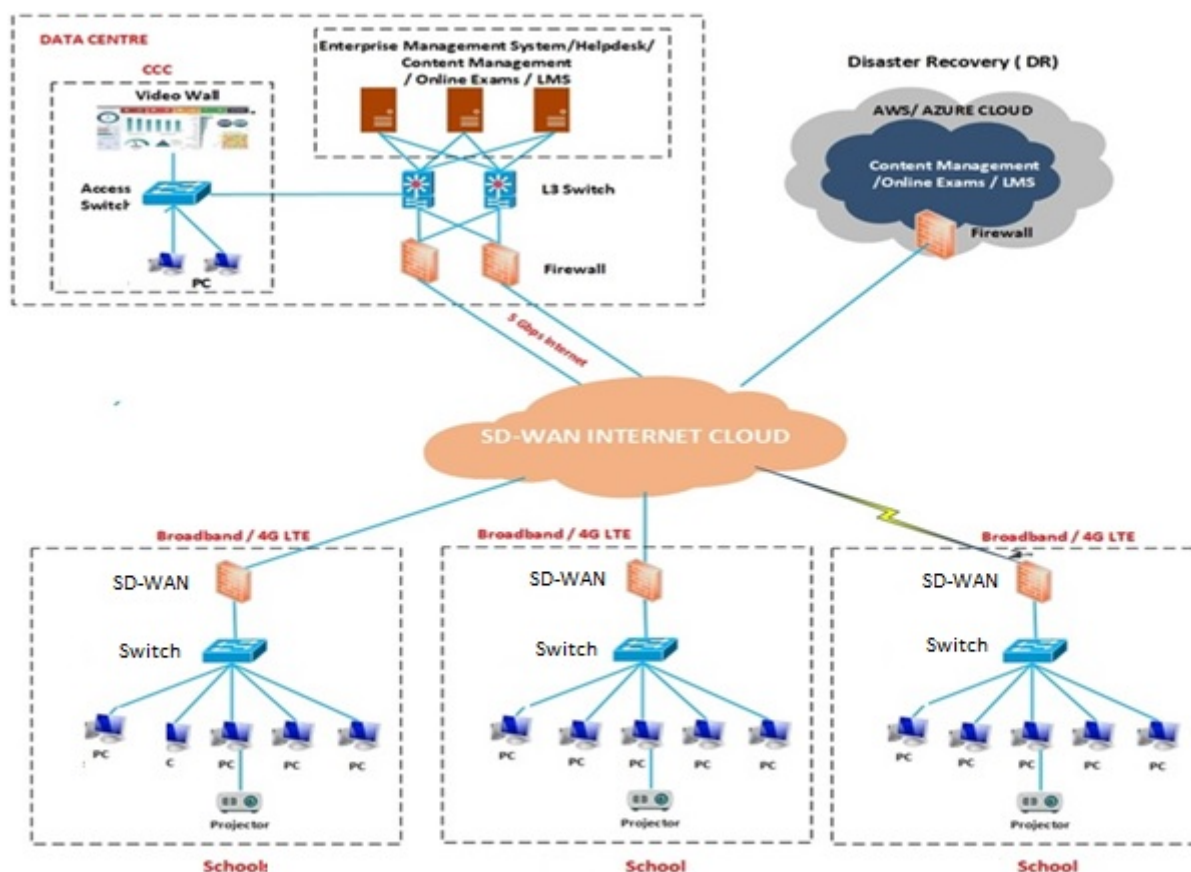
In order to implement the announcement of the Hon'ble Minister pertaining to the Establishment of Hi-Tech Labs in Government Middle Schools in Tamil Nadu State under the scheme of "Information and Communication Technology (ICT)", the Tamil Nadu Text Book and Educational Services Corporation, hereinafter, called as the Corporation, has been entrusted with the task of procurement of organizations/institutions for the said tender 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 and its amendments. The successful Tenderer shall work closely with the Government of Tamil Nadu, the Tamil Nadu Text Book and Educational Services Corporation, and any other entity as may be required, in achieving the scheduled targets.

I. Name of the Work ("Project")

Supply, Installation, Integration, Testing, Commissioning, Maintenance and Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools¹ and Command & Control Centre in Tamil Nadu State.

II. Overview

The tentative solution architecture is as shown below:



III. The key deliverables of the project

¹It is clarified that while the Hon'ble Minister's announcement pertained only to Middle Schools, this tender shall apply to Middle Schools, Higher and Higher Secondary Schools. Henceforth, in this document only the term **Government Schools** shall be used and shall mean "**Middle schools, High Schools and Higher Secondary Schools**".

a) This project has two parts

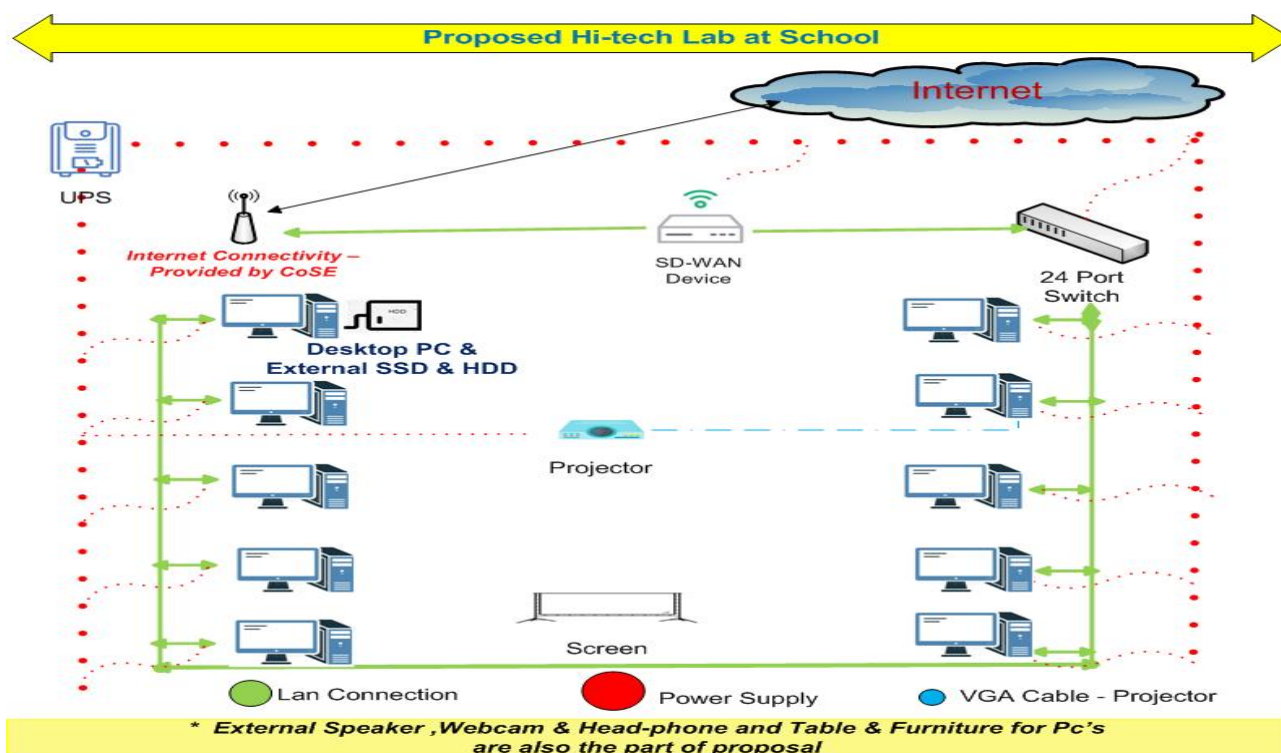
- To setup new Hi-tech computer labs along with associated infrastructure at Government schools in the state of Tamil Nadu as per technical specifications mentioned in Chapter 8. Also, to enhance the facility of existing Hi-tech labs at Government Schools.
- Command and Control Center (CCC) to be established in the site identified by the CoSE to monitor and co-ordinate with the above Hi-tech labs as per the technical specifications mentioned in Chapter 8.

b) Given the large scope of work, procurement of hardware will take phase in multiple phases. Work for Phase I only is included in this tender document. Work for Phases II onwards will be issued subsequently under the same tender based on the fund availability, the approval by the Technical Committee after evaluation of the performance of the successful tenderer on all metrics. The number of schools may be modified in each phase in the future based on the need of the Department with sufficient notice. The Authority reserves the right to split the overall requirement into as many phases as may be necessary to align the procurement with Government need and budget availability.

c) The Tenderer(s) should setup the Hi-Tech Labs& CCC and maintain the same for the **Project Duration** as per Service Level Agreement Terms. The initial Project Duration shall be five years. The Project Duration may be extended by an additional Two years (after the completion of five years) based on the performance of the Tenderers and the needs of the department.

d) At the end of the Project Duration, the Tenderer must identify the Hi-Tech Lab devices which are worn out and/ or in irreparable damaged condition and responsibly dispose the mutually agreed inventory of equipment. The Tenderer shall ensure that the devices are maintained well until the end of the contract and specifically in the last 2 years of the contract. Failure to do so will result in penalties as may be prescribed at the sole discretion of the CoSE.

IV. Hardware, Networking & Other Physical Infrastructure at Schools



- a) The Minimum BOQ to be installed and infrastructure to be established for each school as per the technical specifications are tabulated in Section 7, Minimum Bill of Quantities.
- b) Open-source Linux Operating system is preferred for Desktop Systems. Tenderer must maintain uniformity in the product of Linux OS for all the systems. **Preferably OS should be compatible for Education related activities.**
- c) The internet connectivity shall be provided by the CoSE. The Connection will be landed at identified site. Further distribution of internet connectivity in the Hi-tech lab and the proper utilization of bandwidth is to be ensured by the Tenderer.
- d) To procure and install the required amount of furniture and LAN connectivity & electrical works activities along with earthing at the site as per the tender specifications.
- e) The schools shall arrange the constructed rooms/ permanent construction for locating the hi-tech labs at school. The space cannot be used for any purpose other than delivering the services under the services as contracted under this agreement.
- f) All system software or any other application licenses procured by the Successful Tenderer under this project will be in the name of the CoSE on a perpetual basis and should be genuine. The original copy of the same shall be deposited by the successful Tenderer at the CoSE's office after signing of the contract and before the installation of the software at any of the schools.
- g) The requirement of Desktop PCs for each school is as per Section.7. **The quantity is tentative and may vary from school to school.** Accordingly, the Tenderer should enhance the requirement of UPS / LAN / Electrical and Table & Furniture. Also, the quantities specified in Chapter 7 are approximate, and are only for Phase I and are likely to vary. The CoSE, 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% in each Phase.**

V. Manufacturer's Authorization Form (MAF)

- a) The Tenderer shall furnish Manufacturer's Authorization Form (MAF) from the Principal Manufacturer/ OEM with **Make & Model for the items 1 to 7 and 12&13** in Chapter 7 as per the format in Annexure - II and provide support during the Warranty & Extended Warranty Periods². If the Tenderer itself is the OEM, then MAF is not required.

VI. Training for School Staff

- a) Tenderer should impart **one day training to five identified staff at every school** on admin and user related activities after completing Installation, Integration, Testing and Commissioning. The School Headmaster will depute the relevant teachers on stipulated time.
- b) Pre-scheduled refresher trainings must be organized on annual basis (**one day duration**) to ensure identified staff at every school are trained on admin and user related activities and requirements of user maintenance.

VII. Integrating the Hardware, & Other Infrastructure to the Command Control Center

- a) Each Hi-tech lab will be considered to be commissioned only after completion of integration with the Command Control Center environment equipment.
- b) The tenderer should ensure the smooth and reliable integration, and functioning with the Command Control Center and if in case of any additional hardware is required to enable the linkage, the same

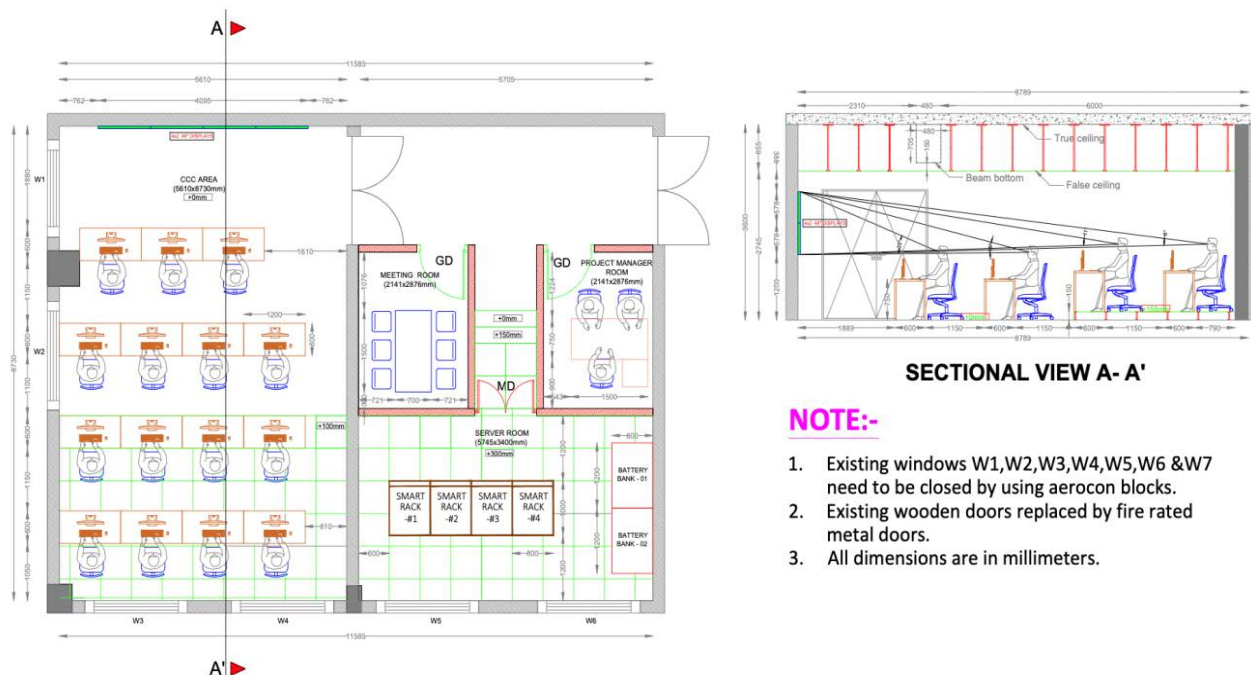
²Warranty period shall be the same as the Project Duration and Extended Warranty Period shall be the same as the Extended project Duration.

should be supplied at no additional cost to the CoSE. However, the list of such additional equipment along with unit costs can be included as an Annexure to the Financial Bid so that price discovery takes place at the stage of bidding itself.

- c) The tenderer must monitor, manage, measure and report on mutually agreed metrics of ICT equipment of all schools where testing, and commissioning has been completed from CCC.
- d) Helpdesk environment to be setup at the CCC to address all queries related with Operation & Maintenance.

VIII. Command and Control Center (CCC)

Shown below is the tentative Command Control Centre & Data centre layout:



- a) Command and Control Centre (CCC) to be established in the School Education Campus that operates as the monitoring and coordination center for the proposed Hi-tech labs at schools.
- b) Proposed CCC must possess following features.
 - a. Network aggregation to Schools through SD-WAN technology. Should have Secure SD-WAN solution at CCC to connect with Hi-tech Labs proposed at Schools from the central locations and provision to handle the components at schools such as SD-WAN Device and Desktop Computers.
 - b. The ability to push learning material having video/ audio/ any other acceptable format to the Hi-tech labs within a stipulated time specified by the CoSE.
 - c. Should have facility to connect the Hi-Tech labs with CCC as a private network i.e. any public domain should be permitted to access the network through the CCC alone.
 - d. Any up-gradation of Software solutions for SD-WAN Device in future with respect to ensure safety measure at CCC & Schools shall be carried out no additional cost.
 - e. **Datacenter Physical Infrastructure**

- i. Data centre design should meet the prescribed standards of "Energy efficiency". 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.
- ii. 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 Tenderer after the contract has been awarded. Vendor will undertake all the necessary activities for successful implementation of the Data Center.
- iii. The infra should have all safety and security systems like fire detection and suppression, CCTV, access control etc.
- iv. The Tenderer should take care of civil works like wall partitions, fire retardant doors etc.

f. CCC Infrastructure

- i. CCC Infrastructure design should be implemented for 15-seater operations considering the scalability of solutions.
- ii. Design, supply, installation, testing, commissioning and maintenance of helpdesk environment equipment like workstations, civil works, furniture required, cooling solutions required, electrical works required, video-wall solutions with audio video data controller, monitoring system and wall management software; hardware along with necessary accessories.
- iii. The Tenderer should provide Videowall of 3X255" (Diagonally) Ultra-Thin Bezel Gap with smart Calibration or Higher Model.
- iv. The full HD Video Wall to be designed for 24x7 operation and should be of the most recent generation.
- v. Video wall should have the video wall processor and engine which can have the flexibility to show or display from different sources with layout flexibility, drag drop facility and desktop sharing features etc.
- vi. The large full HD video wall display shall be usable for presentations, HD Video, satellite TV displays etc. Video wall should have the flexibility for viewing many images or should have an edge to enlarge few images as required.
- vii. The video wall engine cum software should have a user friendly layout and should permit the user to watch videos from different sources on the video wall at the highest available resolutions.
- viii. The Tenderer has to supply and install the necessary licenses, software and to meet the specifications of the RFP. The cost of such licenses should be included in Video wall system cost and even after completion of contract period, the CoSE will not pay any additional cost/charges for the same for utilization.
- ix. Audio & video when played on the video wall should be equally intelligible on all parts.

g. CCC Applications

The proposed datacenter should be designed in such a way that it is capable of hosting the following applications and should provide an integrated dashboard: (i) Enterprise Management System, (ii) Helpdesk Management System, (iii) Content Management System, and (iv) Learning Management System and Online Exams.

(i) Enterprise Management Systems

- a. Enterprise Management System to be provided for ITSM, Network Management, Asset Management, Knowledge Base, SLA monitoring on all IT equipment, Security Management of all school firewalls and reporting system.
- b. Proposed control center should be able to manage all the IP enabled IT components from the central locations such as SD-Wan device, Switches and Desktop systems.
- c. Solution should be designed to monitor, manage, facilitate IT equipment of all Schools and should be scalable to handle 10,000 schools without upgrading hardware (Network, Firewall) components.
- d. Complete GUI based MIS reports to be available for:
 - a. The functionality of the IT Infrastructure availability and its usage.
 - b. Internet bandwidth availability and its usage.
- e. Dashboard integrated with existing applications:
 - i. Departments will contribute the data in multiple ways and the service provider should be able to collate the base data for generating the reports in each of the cases mentioned below.
 - ii. In cases of departments that have an existing Enterprise Resource Planning (ERP) system (complete or partial), the service provider must facilitate integration with those systems using APIs etc.
 - iii. In cases of departments / sources without an ERP system but with databases, the service provider must source data by connecting to the respective databases.
 - iv. In cases of departments using a file-based MIS reporting system like sharing over excel/text files, the service provider must source the data uploaded by the department users.
 - v. Design, develop and adapt the reports on appropriate KPIs and analytics to be published on dashboards using the data sourced from the departments.
 - vi. Develop/ customize dashboards and provide role-based access to the above dashboards and the underlying data. It should be web based application.
 - vii. Tenderer must design the dashboards using interactive and intuitive visualizations that make it easy for the user to derive insights about the KPIs. Must be able to visualize the KPIs in many ways including, but not limited to, charts, graphs, maps, heatmaps, widgets and scorecards.

(ii) Helpdesk Management Systems

- a) 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 resolution of incidents.
- b) Help Desk facility for reporting issues / problems with the IT infrastructure.
- c) 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 the CoSE, if necessary, as per the escalation matrix defined in discussion with 'CoSE'.
 - Provide feedback to 'CoSE' 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.
- d) Proposed control center should provide helpdesk functionality to log the calls, monitor the network, resolve the issues, manage OEM equipment and report to CoSE on equipment/ system utilization, availability, issues and complete MIS information.
- e) Helpdesk should be reachable through Mobile based contact center solutions, E-Mail, Web based applications, and Social Media. SMS based ticketing and status update solutions should be available. Individuals logging complaints should be able to track their complaint resolution status, and real-time complaint resolution dashboard shall be made available to the CoSE.

(iii) Content Management Systems

Potential to push a learning material having Video/Audio or in any other Digital acceptable format to the Hi-tech labs schools within a stipulated time specified by the CoSE.

(iv) Learning Management System and Online Exams

CCC infrastructure should be sized to host the LMS solution and conduct online exams at all 5792(or subsequently enhanced number) schools in parallel.

- (v) Any up-gradation requirement related to CCC Enterprise Solutions Software in future should be carried out with no additional cost.

IX. IT Infra Solutions

- a) Private Cloud (SDDC) Infrastructure should be designed and implemented to host all CCC applications.
- b) Tenderer should size Compute, Memory, Storage, Network aspects based on all CCC Application requirements for Schools and should be scalable to 10,000 schools by upgrading existing hardware without disturbing services.
- c) Switches and Firewall should be designed to cater to all 10,000 schools traffic from day one.
- d) Design, supply, installation, testing, commissioning and maintenance of server, storage, network, firewalls along with redundancy for five years (and extended two years) for proposed applications.
- e) Should have Secure SD-WAN solution to connect IT components of Hi-tech Labs proposed at Schools from the central locations such as SD-WAN device and Desktop Computers.
- f) Should have facilitation to connect the Hi-Tech labs with Cloud based application as private network as per the direction of CoSE. (i.e respective on-line application to be permitted to access cloud from identified Hi-tech labs alone).

- g) Tenderer should 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 CoSE. Tenderer should furnish the solution and sizing sheet.
- h) Back-to-Back OEM support should be available for the maintenance, support, replacement, upgradation, vulnerabilities assessment based on periodic patches issued by the OEM during the contract period. All OEM updates shall automatically be made available on a real time basis to the CoSE.
- i) The Tenderer to provide documentation including technical details and solution Diagram of all components listed in the proposal and the required training to officials for day-to-day operations.
- j) The Tenderer shall have to make provision for internet leased line connectivity of at least 5,000 Mbps at CCC via Fiber along with redundant connectivity. 5,000 Mbps is minimum bandwidth, however Tenderer should size the bandwidth based on their solution and quote for the same.

X. Security Solutions

- a) The Tenderer must ensure that the architecture provides an end- to-end security of data at both application and network layers by design.
- b) The Tenderer must carry out resolutions/remediate issues from Vulnerability Assessment, PT Compliance, Application Audit, Penetration testing etc. on a periodic basis.
- c) Unauthorized access to application, database, servers, and network should be prevented.
- d) A log should be maintained for the transactions handled. The service provider must ensure that the application has an audit trail system.
- e) The service provider must ensure adherence to all data and privacy protection rules and regulations as notified by Government of India / Tamil Nadu from time to time.

XI. DR on Cloud

- a) All CCC applications should have Business Continuity plan with min 24 Hours RTO & RPO. All CCC Applications should be replicated and hosted in DR Cloud. In case of any natural disaster, unavailability of services, cloud should be activated on-demand and provide continuous learning experience to students.

XII. The Minimum BOQ for CCC & Data centre:

- a) As prescribed in Chapter 7, Bill of Quantities.
- b) The Tenderer shall furnish Manufacturer's Authorization Form (MAF) from the Principal Manufacturer/ OEM with **Make & Model for the items 1 to 13** in Chapter 7 as per the format in Annexure-II and provide support during the Warranty & Extended Warranty Periods. If the Tenderer itself is the OEM, then MAF is not required.

XIII. Operations and Maintenance Services

- a) The Tenderer will be required to commission, run and maintain the Hardware, Networking components, Backup devices, Application & System Software, as specified for CCC & Hi-tech lab still the end of the project period.
- b) The scope of hardware and network 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 SLAs including appropriate replacement and /or replenishment of systems and networking equipment as and when required.

- c) 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, productivity suite software etc. for the entire project maintenance period of contract from time to time at no additional cost to the Government to meet the requirements of security and quality of system software.
- d) Tenderer must have fixed monthly schedules of digital and physical infrastructure maintenance visit as per schedule approved by the CoSE to ensure efficient functioning of all installed infrastructure. During these visits, technical and operational issues identified must be resolved immediately. Issues identified during such visits must be recorded under Operations and Maintenance Reporting.
- e) Tenderer's maintenance visit must ensure that stable security updates, fixes and patches are updated in all ICT Components at no additional cost to the Government on regular basis as per schedule approved by the CoSE with a minimum being once every three months.
- f) All visits must have digitized records of status of operations with a confirmation of visit attested by assigned School Administration official.
- g) The Tenderer will inform CoSE at least 3 working days in advance about the scheduled maintenance shutdown of any service. Any of the scheduled maintenance and shutdown of any service will be carried out only after it is approved by CoSE.
- h) The Tenderer will also maintain a digitized inventory (with serial number, make, warranty details, ownership details, date of purchase, date of installation, date of commissioning etc.) of all the infrastructure and hardware installed under this project in ICT Hi-tech lab & CCC and submit a detailed report on regular intervals about the same.
- i) All hardware warranty shall start only after Integration and commissioning in the ICT Hi-tech lab & CCC has been completed.
- j) 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.
- k) 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 the Project Period/ Extended Project Period (as the case may be). The supplied products will be supported by the Tenderer for the duration of the contract from the date of its acceptance by the CoSE. 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 CoSE without any additional cost and without impacting the project.
- l) The Tenderer must provide facilities by which the support team placed at CCC is reachable through a toll free number/ WhatsApp chatbot based contact center solutions, E-Mail, Web based applications integrated with Education-MIS of the Department as required.

XIV. Manpower

- a) The Tenderer will have to provide one Project and one Business Manager based at Chennai, Tamil Nadu to coordinate, implement and to provide regular feedback and reporting regarding the project to the CoSE. The Tenderer should also specify the escalation matrix for sustained issues faced by the School Education Department. The Tenderer will have to select the Project Manager in consultation with CoSE and will provide the appointment letter along with the eligibility documents to the CoSE.
- b) There should be one Operations Manager along with Service Engineers per district as required to

ensure adherence to Service level agreement and Operations & Maintenance.

- c) Following Minimal Manpower proposed as part of O&M Services. If Tenderer wants to provide more man power to ensure SLA, approval must be taken from CoSE to depute the resources without any further cost to the CoSE. The CoSE reserves the right to validate and check all CVs of all engineers posted at any time during the course of this project. In case of any changes in the Engineers, the CVs of the replaced staff will need to be provided who shall have equal or higher qualifications.

Sl.	Engineer	Qty	Educational qualification	Work experience in similar scale project
1	Field Engineers (2 Engineers/District)	76	Graduate / Diploma	One Year
2	Helpdesk Engineers at CCC	2	Graduate / Diploma	Three Years
3	Operations Delivery Manager	1	BE/B.Tech	Five Years

XV. Service Level Agreements (SLAs)

- a) The agreement shall be executed with the CoSE. Based on Hi-tech lab monthly MIS report, SLA will be calculated and penalty will be imposed / same will be deducted from the payment.
- b) This section defines the required service levels, which the Tenderer must adhere to. The terms, definitions and reporting requirement mentioned in the SLAs have been provided in the following table:

Sl.	SLA Terms	Description	Trackable and Reported
1	System Uptime	<ul style="list-style-type: none"> 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 hours (including extended working hours as may be encountered during the regular course of schools). Electricity failure will be excluded, necessary document to be submitted for the justifications. 	Yes
2	Bugs/ Issues in application	<ul style="list-style-type: none"> 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. 	Yes
3.	Issue Resolution	<ul style="list-style-type: none"> Issue Tickets Raised along with report on Number of Calls received and answered along with issue resolution, segmented along mutually agreed parameters. 	Yes

Detailed SLAs are included in Chapter 5, Special Terms and Conditions, Section XIV.

XVI. Technical Specifications

Chapter 8 provides the minimum hardware & technical specifications for the IT infrastructure requirements of

Hi-tech lab at Schools and for CCC technical specifications. In case the Tenderer feels that higher specifications / additional hardware is required to meet 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, desired service levels as mentioned in this Tender Document, 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 CoSE.

- a) The Tenderer shall have to provide a detailed Bill of Material (BOM) with model numbers of each and every hardware along with the technical bid.
- b) The Tenderer shall have to provide a technical compliance sheet for all hardware and software defined in this Tender and as mentioned in this section along with technical bid.

Supply and Delivery Schedule

- a) The Supply, Installation, Integration, Testing, Commissioning, Maintenance and Strengthening Project Management of **Hi-Tech Labs & CCC** shall be completed ***as per mutually agreed Delivery Schedule***.
- b) The Successful Tenderer must submit Delivery Schedule within 15 days of issue of Work Order (which will include the School List Priority order by CoSE).
- c) The Successful Tenderer **shall supply, install, integrate, test and commission all** the Computers, Accessories and network infrastructure as per the technical specifications in the Tender Document to the Corporation **within 120 days from the approval of Delivery Schedule**.
- d) The Hi-Tech labs should be established at the designated locations in Government Schools 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 Hi-Tech Labs, the delivery of goods in good condition to the designated Schools in Tamil Nadu shall be borne by the Successful Tenderer at his risk and cost.
- e) It shall be the responsibility of the Successful Tenderer to ensure that the Computers, Accessories and network infrastructure supplied and delivered by him are in good condition and if any defects are found, the same shall be promptly replaced.

XVII. Testing of Equipment

Computers, Accessories and network infrastructure installed integrated, tested and commissioned at the destinations shall be tested by the CoSE 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 Technical specifications. The Delivery and Acceptance certificates will be issued by the Technical Committee if the Successful Tenderer supplies and delivers the ordered quantity of Computers and Accessories intact in time in full at the designated destinations. The testing charges for the post supply samples will be borne by the CoSE.

XVIII. Insurance

- a) 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. Insurance and transit

insurance of the goods shall be the liability of the Successful Tenderer.

XIX. Packing & Labeling

- a) All Computers and Accessories 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 COMPUTERS AND ACCESSORIES TO SCHOOLS by the Department of School Education, Government of Tamil Nadu, Successful Tenderer 's Name and Address.

XX. Warranty

- a) The warranty of the Computers, Accessories and Network assets supplied by the Successful Tenderer shall be for a period of 5 years from the date of installation of the same at the schools in Tamil Nadu. The Successful Tenderer shall replace the defective Computers and Accessories supplied by him with new ones at his cost at the designated points during the period of Warranty. Also, the same procedure must be adapted for the further extended warranty of the extended project period.

XXI. Bill of Quantity

- a) The computers and peripherals supplied by the Successful Tenderer for Supply, Installation, Integration, Testing, Commissioning, Maintenance and Strengthening Project Management of Hi-Tech Labs in Government Schools shall conform to the Minimum BOQ of Chapter 7.

XXII. 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 Hi Tech lab as per the sample layout printed copy to be provided by the CoSE.
- c) The successful Tenderer shall follow the same Standard Operating Procedures /guidelines and ensure compliance of the same without delay during both implementation and Operation & Maintenance phases.
- d) The CoSE may appoint/ build a project monitoring unit for an effective & daily monitoring of ICT in Schools scheme in Tami Nadu. The Tenderer is expected to report to the same monitoring unit on daily/weekly/monthly basis and will also be required to fill up the templates prescribed by such PMUs.
- e) Competent Authority will have the right to inspect the centres of the Tenderer already in operation for verification purposes mentioned in the Technical Proposal.
- f) The Tenderer shall give compliance that no pirated software shall be installed on the systems provided in the ICT Hi -Tech Labs / CCC.
- g) 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 should produce a satisfactory installation certificate issued by the CoSE 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 CoSE, Chennai, Tami Nadu. TNTB&ESC will consider for payments only after receipt of satisfactory report and Acceptance Test report.**

- i) The CoSE 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. CoSE shall have right to increase/decrease the number of schools and contract amount shall be increased or reduced accordingly.
- j) The Tenderer is expected to follow all the guidelines shared by the CoSE as provided and also follow the Financial Parameters during implementation and Operation & Maintenance phases.
- k) 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 CoSE.
- l) The Tenderer shall transfer all the assets created under the project to CoSE at the end of commissioning in working condition.

Tamil Nadu Textbook and Educational Services Corporation
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E-mail: mdntbc07@hotmail.com
“EVK Sampath Maaligai” No.68, College Road, Chennai-600 006.

2. NOTICE INVITING TENDER

- I. Sealed tenders are invited from the reputed and experienced organizations/ institutions for the Project.
- II. National bidding will be conducted under two cover system conforming to Tamil Nadu Transparency in Tenders Act-1998 and Tamil Nadu Transparency in Tenders Rules 2000.

1	Name of the work	:	Supply, Installation, Integration, Testing, Commissioning, Maintenance and Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools and Command & Control Centre in Tamil Nadu State.
2	Cost of Tender Document	:	Tender documents can be downloaded free of cost from the under-mentioned websites or purchased against payment of Rs10000 + 18 % GST via DD to the Corporation.
3	Tender Documents Available at	:	http://textbookcorp.tn.gov.in and at http://www.tenders.tn.gov.in
4	Pre-Bid Meeting Date	:	28.12.2022 at 10.30 AM
5	Earnest Money Deposit (EMD)	:	Rs.92,67,200/-
6	Last Date and Time for Submission of Tender	:	19.01.2023 at 02.00 PM
7	Tender Opening Date and Time	:	19.01.2023 at 02.30 PM. If the due date happens to be a holiday, the bids will be received and opened on the next working day.
8	Contract Period	:	Five years from the date of agreement, and extendable by an additional 2 years. Also, extension from year 1 to 2 and so on will be based on year end performance review.
9	Whether consortiums are permitted	:	Yes (Maximum two members). However, sub-contracting of the whole works is not permitted.
10	Bid Evaluation	:	"Quality cum Cost Based Selection (QCBS)" with technical component and financial component in the ratio of 60:40.

The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit. The Managing Director, TamilNadu TextBook and Educational Services Corporation reserves the right to amend or withdraw or add to 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 Text Book and Educational Services Corporation,
Chennai – 600 006.

3. SPECIAL INSTRUCTIONS FOR SUBMISSION OF BIDS & CHECK LIST

- a. 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.
- b. The EMD enclosed for the bids should be identified as the documents submitted by the Tenderer over the signature with office seal.
- c. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
- d. 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.
- e. The downloaded documents along with Tenderer's response to the RfP in the form of Technical and Price bids along with necessary supporting documents, shall be properly page numbered and spiral bound. Any bids submitted as loose sheets or with incorrect referencing may be rejected.
- f. **Consortium bidding is permitted for maximum of two members.** One shall be considered as '**Lead Bidder**' and another one shall be considered as '**Operational Bidder**'. Demarcation of roles and responsibilities of both partners is should be clearly stated by the bidders in the Consortium agreement. The 'Operational bidder' shall be considered as '**System Integrator**' of this Project.

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CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL AND PRICE BIDS**I. TECHNICAL BID (PART – A COVER)**

This cover will consist of the following:

- a. Pre-qualification criteria: Form A along with the supporting documents listed in Form A, which can be found in Chapter 9.
- b. Evaluation criteria: Form B along with the supporting documents listed in Form B, which can be found in Chapter 9.
- c. In addition to the above, all Tenderers are required to submit some other documents which have been listed in the table below.

This checklist along with reference page numbers should be attached as the top sheet in the Technical Bid (Part A cover). The Authority will not be responsible in case some pages are missed out during evaluation if the bids are received as loose sheets, or sheets do not have page numbers printed on the sheets, or incorrect page numbers are mentioned in the table below.

SL.	DESCRIPTION	Name of the template/ reference document provided in the RfP	Enclosed (Yes/ No)	Reference Pg. No. where this proof can be found in the Technical bid
1	Profile of the Tenderer (All Bidders)	Annexure - I		
2	Copy of Consortium agreement among the tenderers. Demarcation of roles and responsibilities of both partners is to be included in the agreement.	Template not provided. Tenderer to submit document in their own template.		
3	Copy of the agreement which clearly identifies the Lead Tenderer and Operational Tenderer on the letter head of the Lead Tenderer. Demarcation of roles and responsibilities of both partners is to be included in the agreement.			
4	Technical Compliances to all components in Chapter 8 (<u>with Model and Make of each Component</u>)			
5	Detailed unpriced Bill of Materials for Schools, Control Center, O&M Services			
6	Covering Letter duly signed by the authorized signatory in full with seal.			
7	Letter of authorization/ Power of Attorney for signing the Tender Document on a Non- Judicial Stamp Paper of value of not less than Rs. 100			
8	Photo copies of the latest Income Tax Returns for the last three financial years 2018-19 to 2020-21, duly signed by the Auditor			
9	Letter from successful tenderer accepting the terms & conditions of the contract	Chapter 6		

SL.	DESCRIPTION	Name of the template/ reference document provided in the RfP	Enclosed (Yes/ No)	Reference Pg. No. where this proof can be found in the Technical bid
10	OEM Authorization for the specified products	Annexure-II		
11	Annual Turnover Certificate	Annexure-III		
12	Declaration for not being Black listed (for all bidders)	Annexure-IV		
13	Declaration for having read all tender conditions	Annexure - V		
14	Certification of originality of Tender document	Annexure - VII		
15	Format for availability of cash credit facility	Annexure- VIII (a)		
16	DECLARATION FOR NON-REQUIREMENT OF CREDIT FACILITY	Annexure - VIII (b)		
17	Format for submission of Proof of Full Time Employees	Annexure - XI		
18	Details of EMD	Annexure- XII		
19	Summary of Firm Credentials (For Pre-qualification Criteria No 5)	Annexure- XIII		
20	Summary of Firm Credentials (For Evaluation Criteria No 3)	Annexure- XIV		
21	Summary of Firm Credentials (For Evaluation Criteria No 4)	Annexure- XV		
22	Self-declaration for page numbering and spiral binding of bid documents	Annexure – XVI		

II. PRICE-BID (PART – B COVER)

This checklist along with serially number pages should be attached as the top sheet in the Price Bid (Part B cover).

SI.	DESCRIPTION	Enclosed (Yes/ No)
1.	Covering letter	
2.	Bid Price for the work with each page signed, dated and stamped with the seal of the firm. <ul style="list-style-type: none"> ○ <i>The offer shall be unconditional.</i> ○ <i>The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.</i> 	

Sl.	DESCRIPTION	Enclosed (Yes/ No)
	<ul style="list-style-type: none"> ○ <i>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.</i> ○ <i>Bid to be submitted as per the template provided in Chapter 10 of this RfP named "Price Bid".</i> 	

4. INSTRUCTIONS TO THE TENDERERS (ITT)

I. 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.

II. 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.
3.	Day	A day means a calendar day.
4.	Cost	Total Cost means the total expenditure to be incurred by the Corporation towards the Supply, Installation, Testing, Commissioning and Maintenance of Hi-tech Labs in Government Schools & CCC in Tamil Nadu
5.	Purchaser	Purchaser means the Commissioner of School Education (CoSE) on behalf of the Government of Tamil Nadu.
6.	Installation Point	Installation point means designated Schools where Hi-Tech labs are to be established in the State of Tamil Nadu.
7.	TNTB & ESC / Corporation	TamilNadu Textbook and Educational Services Corporation
8.	EMD	Earnest Money Deposit
9.	SD	Security Deposit
10.	SLA	Service Level Agreement
11.	SIITCM&PM	Supply, Installation, Integration, Testing, Commissioning, Maintenance & Project Management
12.	ICT	Information and Communication Technology
13.	MAF	Manufacturer's Authorised Form
14.	OEM	Original Equipment Manufacturer
15.	GST	Goods and Services Tax
16.	RFP	Request For Proposal
17.	LMS	Learning Management System
18.	MIS	Management Information System
19.	E-MIS	Educational- Management Information System
20.	BOM	Bill of Material
21.	BOQ	Bill of Quantities
22.	UOM	Unit of Measure
23.	MSA	Master Service Agreement
24.	PBH	Prime Business Hours
25.	ESH	Extended SLA Hours
26.	Government	Means, the Government of Tamil Nadu
27.	Commissioner	Means, the Commissioner of School Education, Govt. of Tamil Nadu
28.	Authority	Means, the Tender Inviting Authority
29.	Department	Means, the Department of School Education, Govt. of Tamil Nadu
30.	Commissionerate	Means, the Commissionerate of School Education, Govt. of Tamil Nadu

III. 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. Minimum Bill of Quantities
8. Technical Specifications for Computers and Accessories
9. Statements, Declarations and Formats
10. Price bid.

IV. Pre - Qualification Criteria: As specified in Form A, Chapter 9.**V. Change in Quantity**

The rate discovered in this RFP is for each device, and therefore the order can be placed on the vendors for quantities as required annually.

VI. Pre-Bid Meeting

There will be a Pre-bid meeting held as per the date specified in the tender document at the Tamil Nadu Text Book 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.

VII. 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.

VIII. Amendments to the Tender:

- a. Tamil Nadu Text Book 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 before the last date of submission of Tender. Such amendments shall be uploaded on the Websites specified.
- b. Any addendum thus issued shall be part of the bidding documents and shall be uploaded on the websites provided.
- c. At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.

- d. All the Tenderer must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The TamilNadu 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.

IX. 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.

X. 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.

XI. 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.

XII. Downloading of Tender Document:

- a. The tender document can be downloaded from the websites <http://www.tenders.tn.gov.in>, www.textbookcorp.tn.gov.in Bids will be submitted 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.
- b. 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.
- c. 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 SD 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.

XIII. 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.

XIV. Bid Validity

Bid shall remain valid for a period not less than One hundred and eighty days (180 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. In exceptional circumstances, the Corporation may request that the Tenderer may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by e-mail.

XV. Earnest Money Deposit (EMD):

- a. An Earnest Money Deposit (amount as mentioned in Chapter 2) as specified 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 Text Book and Educational Services Corporation, Chennai -6** payable at **Chennai**. 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 may be adjusted against the Security Deposit (SD) payable for successful execution of the Contract.

- b. Any tender not accompanied by Demand Draft towards Earnest Money Deposit shall be rejected summarily by the Corporation.
- c. The Earnest Money Deposit amount shall be forfeited if the:
 - 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.d.
- d. Further the Corporation will blacklist the successful Tenderer without prejudice to any action that may be taken against the successful Tenderer.

XVI. Submission of Tender:

- a. Tender shall be submitted in two parts in original i.e Part-A and Part-B. The Part- A cover shall contain the EMD, the response to the pre-qualification and the Technical Bid and superscripted on the envelope as Part-A Technical Bid- Tender for Establishment of **“Hi-Tech Labs in Government Schools and Command & Control Centre in Tamilnadu State”**. 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.
- b. The Part-B cover shall contain the Price-Bid- superscribed on the envelope as Part-B Price Bid- Tender for Establishment of **“Hi-Tech Labs in Government Schools and Command & Control Centre in Tamilnadu State”**. On the Part B Cover, the Name and Address of the tenderer shall be written and sealed.
- c. Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing thereon **Establishment of “Hi-Tech Labs in Government Schools and Command & Control Centre in Tamilnadu State”**. Also, 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 unless the submission date is extended and the Tenderer intends to submit a revised bid.
- d. The documents to be furnished in the Technical and Price Bid have been clearly listed in the check list

in Chapter 3 to this document.

XVII. 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.

XVIII. Period of Contract:

The period of contract is 120 days for supply & installation of Hi-Tech Labs, and 90 days for CCC (or as mutually agreed upon). In addition, Operation and Maintenance of Hi-Tech Labs on SIITCM&PM model is to be carried out by the Tenderer till the end of Project Duration/ Extend Project Duration.

XIX. Modification and Withdrawal of Tenders:

- a. Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.
- b. 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.
- c. No tenderer shall be allowed to withdraw/ modify the tenders after the last date of submission of the tender.
- d. 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.

XX. Opening of Tenders:

- a. 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.
- b. 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.
- c. Envelopes 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.
- d. 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.
- e. Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

XXI. Criteria for Evaluation of Technical Bid:

- a. Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.
- b. 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.
- a. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation.
- b. 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.
- c. The below scoring method will be applied to evaluate all bids. Note: Tenderer should fill Form B (Chapter 9) and submit the supporting documents for the same.

S. No.	Criteria	Evaluation Criteria Details	Max. Marks	Supporting Documents
1	Turnover	<p>Average Annual turnover from the Tenderer over the last three individual financial years.</p> <ul style="list-style-type: none"> • More than Rs. 10,000 Cr.= 20 marks • More than Rs. 5000 Cr. but less than or equal to 10000 Cr. = 15 marks • More than Rs. 2000 Cr. but less than or equal to 5000 Cr. = 10 marks • More than Rs. 1000 Cr. but less than or equal to 2000 Cr. = 5 marks 	20	<p>Certificate from the CA on turnover details over the last three (3) financial years.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p>
2	Positive Net Worth	<p>Average Positive net worth and should be a profit-making company for the past three years audited financial year ending 31.03.2022.</p> <ul style="list-style-type: none"> • More than Rs. 1000 Cr.= 10 marks. • More than Rs. 700 Cr. to 1000 Cr. = 7 marks. • More than Rs. 500 Cr. to 700 Cr. = 4 marks. 	10	<p>Copy of Annual report/ Certificate from the CA on Net-worth details over the last three (3) financial years.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p>
3	Work Experience	<p>The Tenderer (Lead Bidder) must have the experience in IT Hardware/ Network/ ICT Infrastructure Business and should have commissioned and completed projects of over Rs. 450 Cr cumulatively during the last five years</p>	10	<p>Work order / Purchase Order / Contract Agreement</p> <p>and</p> <p>Completion / Go-Live Certificate issued by End</p>

S. No.	Criteria	Evaluation Criteria Details	Max. Marks	Supporting Documents
		<ul style="list-style-type: none"> More than Rs. 750 Cr.= 10 marks More than Rs. 600 Cr. to 750 Cr. = 7 marks More than Rs. 450 Cr. to 600 Cr. = 5 marks 		<p>User.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p>
4	Number of Projects - System Integrator Experience	<p>The Tenderer (Operational Bidder) must have the System Integration experience in IT Hardware/ Network / ICT Infrastructure Business and should have commissioned during last five years projects of value more than INR 50 Crores for each project:</p> <ul style="list-style-type: none"> 5 projects = 10 marks 4 projects = 7 marks 3 projects = 4 marks 	10	<p>Work order / Purchase Order / Contract Agreement</p> <p>and</p> <p>Completion / Go-Live Certificate issued by End User.</p> <p>If Tenderer is a Consortium, this can apply to firm who play operational role in Installation & commissioning or Operations & Maintenance</p>
5	Technical Proposal Solution	<p><u>Scoring method for Technical Proposal Solution (50 Marks)</u></p> <ol style="list-style-type: none"> Tie-up between OEM(s) & Bidder Remarks to be furnished by OEM(s) in the Authorization letter for 5 Products, i.e Desktop PC, Projector, Network Switch , SD-WAN Device and UPS (Maximum Marks 20 i.e. 5 Products x 4 Marks). <ol style="list-style-type: none"> Having Tie-up with the bidder (4 Marks) Having no tie-up, however executed procurement by the bidder (3 Marks) Having no tie-up and procurement proposed by the bidder for current project alone (2 Mark). Project management Solution being proposed for Operations and Maintenance (Maximum Marks 10) <ol style="list-style-type: none"> Existing network of Service centre/ Franchise setup in at least in 7 Districts in the State of 	50	<p>Details of technical solution with specifications and implementation roadmap along with timeline by modularised segments must be provided in the proposal.</p> <p>If Tenderer is a Consortium, this can apply to the firm who play operational role in Installation & commissioning or Operations & Maintenance.</p>

S. No.	Criteria	Evaluation Criteria Details	Max. Marks	Supporting Documents
		<p>Tamilnadu – Documentary Proof to be submitted for the existence (3 Marks).</p> <p>b. Method of reporting failures – proof for having solution through Website, Whatsapp, Toll-free no (3 Marks)</p> <p>c. Proof for having at least 500Employeesworking across the country – Proof of EPF deductions for last 3 months (2 Marks)</p> <p>d. Proof of Documents to be submitted for the execution of work similar to our Scope of work in a single project for any Government/ Public Sector Departments /Education Institutions funded by the Central/State Governments. It should be carried out at minimum 250 different geographical locations in the country. (2 Marks).</p> <p>3. Technical Presentation for SD-WAN Network Solution to integrate between CCC & Schools –(Maximum Marks 10)</p> <p>4. Technical Presentation for Enterprise Solution Software at CCC– (Maximum Marks 10)</p>		

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

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

XXIII. 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 procedures shall be adopted as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and its amendments.

Only the Financial Bids of the Tenderers who are qualified in the Technical Bid shall only be opened. The date, time and venue of opening of the Financial Bid will be intimated separately to the above Technical Bid Qualified Tenderers. The Price Bid will be opened on the intimated date and time in the presence of the qualified eligible Tenderers or their authorised representatives.

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. The prices considered will be inclusive of GST.
- d. 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.
- e. Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.
- f. The Corporation is empowered to negotiate with the successful tenderer.

XXIV. Bid Evaluation Methodology

The selection of firm will be in accordance with the Quality and Cost Based Selection (**QCBS**) system:

- a. The bid of the Tenderer will be evaluated against the evaluation criteria mentioned under Pre-Qualification Criteria.
- b. Minimum 60 points (out of 100 points on prorated basis) is required for the technical qualification of the firm.
- c. Tenderer scoring more or equal to 60% will be considered as "Qualified Tenderer".
- d. The Price Bid will be opened for only "Qualified Tenderer" who meets a minimum score of 60% as part of technical evaluation.
- e. Bids of the "Qualified Tenderer" during the process of evaluation will finally be ranked according to their combined score of Technical Bid (TB) and Price-Bid (PB) scores.
- f. The weightage is given to technical (Tw) and financial (Fw) proposals are Tw is 60% and Fw is 40%
- g. The Financial Scoring formula will be Combined as: Total Score = (TB x Tw) + (PB x Fw)

XXV. 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 Tenderer(s) with whom negotiations were made. The apportionment of the total quantity to be procured shall be done only with the approval of the Board of Governors. The Government is the Appellate Authority.

XXVI. 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.

XXVII. Letter of Acceptance:

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

XXVIII. Payment of Security Deposit (SD):

- a. 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 84 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.
- b. 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 CoSE and on completion of the warranty period/ extended warranty period 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.
- c. The Security Deposit shall be forfeited if the Successful Tenderer fails to execute the Master Service 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.

XXIX. Execution of Master Service Agreement:

- a. The successful Tenderer shall execute the Master Service Agreement for the fulfillment 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 CoSE. The Master Service Agreement shall be part and parcel of the Contract and binding on the CoSE and the Successful Tenderer. In case of any difference or contradiction in the recitals in the Tender Document and the Master Service Agreement, the recitals in the Master Service Agreement shall prevail over those in the Tender Document.
- b. 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.

XXX. Interpretation:

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

XXXI. 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 defines for the purposes of this provision the terms set forth below as follows:

- '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.

- 'Fraudulent practices' means a misrepresentation off acts 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.

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.

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

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

The time and date of establishment of **Hi-Tech Labs** in Government Schools& CCC in Tamil Nadu State and delivery of Computers and Accessories as stipulated in the work order shall be deemed to be the essence of the Contract.

I. Release of Work Order:

- a. Work Order shall be issued to the successful Tenderer only after the Security Deposit is paid as per clause 4.28 and the Master Service Agreement is executed, with CoSE as per clause 4.29.

II. Technical Specifications:

- a. The computers and peripherals supplied by the Successful Tenderer for Supply, Installation, Testing, Commissioning, Maintenance and Project Management of Hi-Tech Labs in Government Schools& CCC in Tamil Nadu State shall conform to the technical specifications in Chapter-8 of the Tender Document.

III. Supply:

- a. The Supply, Installation, Integration, Testing, Commissioning of Hi-Tech Labs **with the CCC** shall be completed within 120 days for Schools & 90 Days for CCC from the date of issue of the Work Order. Day-1 starts from the issue of work order. The Successful Tenderer must submit Delivery Schedule within 10 days of issue of Work Order adhering to the School List Priority order provided by the CoSE.

IV. Delivery Schedule:

Sl.	Establishment of Hi-Tech Labs& CCC	No. of Hi-Tech labs /CCC to be established
1	Day-1 to 80 days	Minimum of 50% of the Hi-Tech labs established
2	On or before completion of 120	100% of Hi-Tech Labs to be established.
3	Day-1 to 90 days	100% of work related with CCC to be established.

V. Sample Selection and Testing:

- a. It shall be the responsibility of the Successful Tenderer to ensure that the Computers and Accessories supplied and delivered by him are in good condition.
- b. Computers and Accessories installed at the destinations shall be tested by the CoSE or through third-party agency identified by the CoSE as per the technical specification mentioned in the tender document for its suitability and utility with reference to the specifications given in Chapter-8. 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 Computers and Accessories intact in time in full at the designated destinations.
- c. The testing charges for the post supply samples will be borne by the CoSE.

VI. Insurance:

- a. 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. Insurance and transit insurance of the goods shall be the liability of the Successful Tenderer.

VII. Packing and Labeling:

- a. Each Computers and Accessories 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 COMPUTERS AND ACCESSORIES TO SCHOOLS by the Department of School Education, Government of Tamil Nadu, Successful Tenderer's Name and Address.

VIII. Warranty and Replacement:**1. Warranty:**

- a. The warranty of the Computers and Accessories supplied by the Successful Tenderer shall be for the Project Period (or extended Project Period, as the case may be) from the date of integration with CCC. The Successful Tenderer shall replace the defective Computers and Accessories supplied by him with new ones at his cost at the designated points during the period of Warranty.

2. Replacement:

- a. The quality of Computers and Accessories supplied by the Successful Tenderer shall be in accordance with the Specifications as in the Chapter-8. If any defect is found pursuant to the post-supply test in respect of the supplied quantity of the Computers and Accessories the Successful Tenderer shall replace the rejected Computers and accessories for the School with the new ones as per the instructions of the CoSE.
- b. In case of any replacement to be carried out by the tenderer, in addition to the agreed Materials supplied as per the MSA, the tenderer is required to provide a detailed list of equipment and accessories along with the prices of the same as an annexure to the price bid. The negotiated, agreed prices arrived at, between the CoSE and the successful tenderer will be used for such replacement of equipment/ accessories/ components/ materials.

IX. Operations & Maintenance & Service Desk

The Tenderer will be required to operate and maintain the Hardware, Networking equipment's, all Application Software's and the entire facility management including furniture, etc., during the contract period of five years.

X. 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 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 equipment's as and when required.
- c. The Tenderer will inform CoSE at least 3 working days in advance about the scheduled maintenance shutdown of any service, internet service etc. Any of the scheduled maintenance and shutdown of any service will be carried out only after it is approved by CoSE.
- d. The Tenderer will also maintain a record of all the infrastructure and hardware installed under this project in ICT Hi-tech lab / CCC and submit a detailed report on regular intervals about the same.
- e. All hardware warranty shall start only after commissioning in the ICT Hi-tech lab & CCC 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 the project period/ extended project period (as the case may be). The supplied products will be supported by the Tenderer for the duration of the contract from the date of its acceptance by the CoSE. 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 CoSE without any additional cost and without impacting Tender document for Implementation in Government Schools of Tamil Nadu.
- h. Following Minimal Manpower proposed as part of O&M Services. If Tenderer wants to provide more man power to ensure SLA, approval must be taken from CoSE to depute the resources without any further cost to the CoSE. The CoSE reserves the right to validate and check all CVs of all engineers posted at any time during the course of this project. In case of any changes in the Engineers, the CVs of the replaced staff will need to be provided who shall have equal or higher qualifications.

Sl.	Engineer	Qty	Educational qualification	Work experience in similar scale project
1	Field Engineers (2 Engineers/ District)	76	Graduate / Diploma	One Year
2	Helpdesk Engineers at CCC	2	Graduate / Diploma	Three Years
3	Operations Delivery Manager	1	BE/B.Tech	Five Years

XI. 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 Hi Tech lab as per the sample layout printed copy to be provided by the CoSE.
- c. The successful Tenderer shall follow the same Standard Operating Procedures / guidelines and ensure compliance of the same without delay during both implementation and Operation & Maintenance phases.
- d. The CoSE may appoint / build a project monitoring unit for an effective & daily monitoring of ICT in Schools scheme in Tami 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.

XII. Payment Terms:

- a. No advance payment shall be made.
- b. 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 TNTB&ESC/

CoSE.

- c. The Tenderer would make available the ICT infrastructure for the period specified based on a Service Level Agreement and assurance of the periodical payments subject to satisfactory maintenance based on EMIS Reports. The following pattern of payment shall be made.
1. After completion of Installation and commissioning(*i.e. Proper integration to be established between Schools and CCC*):60% of total cost
 2. At the end of the II – Year:10% of Total cost
 3. At the end of the III – Year:10% of Total cost
 4. At the end of the IV – Year:10% of Total cost
 5. At the end of the V – Year:10% of Total cost
- d. The CoSE 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 CoSE.
- e. No payments for supplies shall be made unless the associated civil, electrical, furniture, cabling and associated works in each school and/ or in the Head office are completed in advance before delivery of material at site.

XIII. Penalty and Termination Due to Non-Fulfilment of Contract:

- a. **PENALTY FOR DELAY IN EXECUTION OF PROJECT:** If the installation and commissioning of the systems is not completed in full within the stipulated period as prescribed, a penalty of Rs.2,000 (Rupees Two Thousand only) per calendar week will be imposed for every School to which the installation and commissioning is not completed, up to 30 days. Further, Rs.5,000/- (Rupees Five Thousand only) per calendar week will be charged beyond 30 days up to 80 days. After 80 days penalty shall be Rs. 10,000 (Rupees Ten thousand only) per calendar week per school subject to the condition that contractor has completed 50% work in earlier 80 days. If the installation and commissioning is not completed even within 120 days from the date of order then contract will be liable for termination in part or whole at the discretion of the CoSE, Tamil Nadu State, Chennai at the risk and cost of the contractor.

XIV. Penalty for Failure of Equipment(s):

- a. Penalty will be calculated School wise for every quarter and aggregated for one year and pay-out will be done after one year assessment.

Sl.	Description	Working Hours (Monday-Saturday)	Availability	Penalty
1	System Uptime at High Tech Lab	8.00 AM to 06.00 PM	>95%	<ul style="list-style-type: none"> No Penalty for >95%. Rs.100 will be imparted for every reduction in 0.5%. Maximum reduction allowed will be 5%, post which contract will be terminated.
2	Critical Incident/ Reported Issues	8.00 AM to 06.00 PM	Response: Maximum One working day	<ul style="list-style-type: none"> No Penalty if stipulated Response and Resolution times

			Resolution: Maximum Three working Days upto 5% of such issues raised per month	are adhered to. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.
3	Non-Critical/ Minor Issues/ Upgradation related activities	8.00 AM to 06.00 PM	Response: Maximum Two working Days Resolution: Maximum Seven working Days upto 5% of such issues raised per month	• No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.

For CCC

Sl.	Description	Working Hours (Monday-Sunday)	Availability	Penalty
1	System Uptime at High Tech Lab	06.00 AM to 12.00 AM (Midnight)	>98%	• No Penalty. • Rs.100 will be imparted for every reduction in 0.5%. Maximum 5% post that contract will be terminated.
2	Critical Incident/ Reported Issues	06.00 AM to 12.00 A.M (Midnight)	Response: Maximum one* working Day. Resolution: Maximum of 2 working Days.	• No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.
3	Non-Critical/ Minor Issues/Up gradation related activities	8.00 AM to 06.00 PM	Response: Maximum Two working Days. Resolution: Maximum Seven working Days.	• No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.

**Where response/ resolution cannot be completed within the specified period, the tenderer must maintain report with reasons for not being to respond or resolve and the decision of the CoSE on such matters of deviation shall be final and binding.*

XV. Special Instructions to Tenderer:

- Tenderers providing financial/ commercial rates in the Pre-qualification and Technical Bid are liable for rejection.
- The Tenderer should indicate a single rate applicable to all the schools irrespective of their locations.

- c. The rate should be consolidated rate for 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. Bid Proposals with incomplete information or not in accordance with instructions or without EMD are liable to be rejected summarily.
- f. The Hi-tech labs must be always available for inspection by the competent authority.
- g. The Hi-tech Lab will be utilized by the CoSE 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.
- h. The CoSE, 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.
- i. Online UPS will be tested for all the specifications given in the tender document.

XVI. Other Terms & Conditions:

- a. The ICT Hi-Tech lab in the school should be available to school students / Teachers/ Officials of School Education Department and will not be given for any other usage in any case.
- b. CoSE/ School will provide electricity for Hi tech lab. And will facilitate FANs and Lighting for the classrooms.
- c. The ICT lab 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.
- d. Competent Authority will have the right to inspect the centres of the Tenderer already in operation for verification purposes mentioned in the Technical Proposal. No equipment shall be removed from the school premises by the finalized Tenderer without the concurrence of the school Headmaster including for the purpose of replacement, service etc.
- e. The rate to be quoted must be including all the components mentioned in the Tender.
- f. The Tenderer shall give compliance that no pirated software shall be installed on the systems provided in the ICT Hi –Tech Labs.
- g. The Pre-dispatch inspection and acceptance test shall be done by the CoSE 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 CoSE, Chennai and the original copy of the same shall be deposited by the successful Tenderer at the CoSE 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 CoSE or through third-party agency identified by the CoSE, verified by Headmaster of the school and verified & counter signed by the Chief Educational Officer of each district to the CoSE, 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, productivity suite software etc. for the entire project maintenance period of contract 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 CoSE 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 whatsoever reason. CoSE 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 Computing Devices, Online UPS, Projector etc. will be inspected by the CoSE or through third-party agency identified by CoSE.
- n. The Tenderer is expected to follow all the MHRD guidelines on "ICT in Schools" scheme and follow the Financial Parameters during implementation and Operation & Maintenance phases.
- o. CoSE shall identify one teacher from every school to receive training on the lab operations and monitoring.
- p. 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 CoSE.
- q. The Tenderer shall transfer all the assets created under the project to CoSE at the end of commissioning in working condition.
- r. The finalized Tenderer need to have a valid registered office in TamiNadu. Alternatively, if the Tenderer doesn't have an office in Tami Nadu, then they have to furnish an undertaking that an office would be established in TamilNadu within one month of signing the contract to provide warranty and post warranty services.
- s. All disputes will be subjected to Chennai Jurisdiction.

XVII. Termination of Contract:

1. Termination for Default:

- a. Without prejudice to any other remedy available for the CoSE 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 CoSE 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.
 - If the Successful Tenderer fails to deliver any or all the goods within the time schedule specified in the Work Order, or within any extension thereof granted by the CoSE,
 - If the Successful Tenderer fails to perform any of the obligation(s) under the Contract.
 - 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 CoSE 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.

2. Termination for Insolvency:

- a. 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.

3. Termination for Convenience:

- a. 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.

4. Termination for Corrupt or Fraudulent practices:

- a. 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:
 - '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.
 - 'Fraudulent practices' means a misrepresentation off acts 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, noncompetitive levels and to deprive the Corporation of the benefits of free and open competition.
 - 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.
 - Will declare a firm ineligible either indefinitely or for a stated period 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.

XVIII. Force Majeure:

- a. 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.
- b. 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.

- c. 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 inexistence. 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.
- d. 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.

XIX. Grievances and Redressal:

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

XX. Conciliation & Arbitration:

1. Conciliation:

- a. If any dispute or difference arises between the Corporation/ CoSE 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 **CoSE**. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavour to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

2. Arbitration:

- a. In case of any dispute or difference arising between the Corporation / CoSE and the Successful Tenderer relating to any matter arising out of or connectedwiththeContractwhichremainsunsettledafterConciliation, such dispute or difference shall be referred to the Arbitrator nominated by the CoSE. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.Ifthe Arbitrator for any reason must discontinue the Arbitration before completion of the arbitral proceedings, the CoSE 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/ CoSE 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.
- b. The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

3. Jurisdiction

- a. 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.

6. LETTER OF THE TENDERER

To

The Managing Director,

Tamil Nadu Textbook and Educational Services Corporation,

EVK SAMPATH MAALIGAI,

College Road, Chennai – 600 006.

I / We do hereby tender / offer to the Tamil Nadu Text Book and Educational Services Corporation for **Supply, Installation, Integration, Testing, Commissioning Maintenance and Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools& Command & Control Centre in Tamil Nadu State** conforming to the technical specifications, O&M Services, SLA 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 Master Service Agreement 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._____ deposited with the tender shall be forfeited by the Tamil Nadu Text Book and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Text Book 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:

- In case, there is any defect found in the Computers and Accessories or in any part of the Computers and Accessories delivered, we undertake to replace the same by a new one.
- If the Computers and Accessories delivered are 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 further agree to sign the SLA for the project duration with the CoSE after commissioning.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation carry out the "Project".

I / We hereby declare that I / We understand that integration of Hi-tech Lab with Command Control Centre alone should be considered as Completion of Installation work related with this Project. Hence I / We hereby agree to provide necessary support accordingly to complete the work. Also, we shall provide any additional hardware that is required to enable the linkage at no additional cost to the CoSE.

Having fully understood the tender conditions and the above undertaking in this letter, we sign this.....Day of at

.....

Yours faithfully,

Authorized Signature:

Name & Title of Signatory :

.....

Name of the Tenderer:.....

Address: -----

7. MINIMUM BILL OF QUANTITIES

I. Phase I: Minimum BOQ for Identified Government Schools

Sl.	Product Description	Qty per School	Total Req. in 5792 Schools
1	Desktop PCs with Display, Keyboard, Mouse with Linux OS	10	57,920
2	24 Port Switch	1	5792
3	Projector with Mounting kit	1	5792
4	External Speakers	1	5792
5	Web camera	3	17,376
6	Head Phone	3	17,376
7	3 KVA – Online UPS	1	5792
8	9U Wall Mount Rack	1	5792
9	LAN Connectivity	-	-
10	Electrical Wiring for all Equipment	-	-
11	Table & Chair	10	57,920
12	1 TB – External Hard disk and 1 TB External SSD	1 of each	5792 of each
13	SD-WAN device at School	1	5792

Note: Quantities for Phases II onwards will be informed later.

II. Minimum BOQ for Command Control Centre

Sl.	Product Description	Qty	UOM
1	Next Generation Firewall with SDWAN functionality	1	Lot
2	Private Cloud Infrastructure (Compute, Storage, Network) for hosting all CCC Applications in High Availability	1	Lot
3	CCC Applications consists of EMS, Helpdesk Management, Content Management System and Learning Management as per functional requirement	1	Lot
4	DR – Replication content on Cloud (Activation on demand)	1	lot
5	Video wall solution with 3X2 55" Screen with video wall controller	1	Lot
6	Workstations along with Display, Keyboard, Mouse and OS	4	No's
7	Layer 3 48 Port 1/10G Switch with HA	1	No's
8	Layer 2 48 port 1G POE Switch	1	No's
9	Internet Bandwidth – 5 Gbps (can be decided based on content push mechanisms)	60	Mths
10	Multifunctional Printer 40 PPM of Higher	1	No's

Sl.	Product Description	Qty	UOM
11	CCTV and Access Security System	1	Lot
12	UPS – 40 KVA – Redundant System	1	No's
13	125 KVA - Generator – DG Set	1	Nos
14	CCC & DC Infrastructure (Racks, Passive Cabling, Cooling, Power, Civil) etc	1	Lot
15	Any other additional Component (As per Bidder Design)	1	lot

8. TECHNICAL SPECIFICATIONS FOR COMPUTERS & ACCESSORIES

This 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 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, desired service levels as mentioned in this Tender Document, 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 CoSE.

- The Tenderer shall have to provide a detailed Bill of Material (BOM) with model numbers of each and every hardware along with the technical bid.
- The Tenderer shall have to provide a technical compliance sheet for all hardware and software defined in this Tender and as mentioned in this section along with technical bid.

Annexure 1 – (For School)

1. Specification for Desktop-PC

Parameter	Specification	Compliance
Processor	Intel Core i5-10400U processor or above (2.90 GHz upto 4.30GHz, 12MB L3 cache,6 core) or Higher	
Memory	8 GB DDR4 SDRAM @ 2666 MHz or higher Expandable upto 16 GB with atleast one free slot.	
Mother Board (Intel/Gigabyte/AS US/MSI/OEM)	1.Min 2 PCI/PCI Express Slots. 2.Integrated Graphics Controller 3.10/100/1000 Mbps Network Card; Min 6 USB Ports with at least two with 3.0, 2 Additional USB Ports, 4.VGA / Display port, HDMI, 5.RJ 45 6. Audio 3.5mm. Internal speakers and support to Ext speakers of min 2 watts.	
Monitor	19" TFT (± 0.5 inch) TFT/ Wide LED Color Monitor. Resolution 1366 X 768 or higher.	
Hard Disk Drive	Min 1TB SATA HDD, 5400 RPM or higher	
Keyboard	USB – Membrane Keyboard	
Mouse	USB – Optical Mouse	
Operating System	Pre-loaded Linux	
General Certification	Hazardous - RoHS, Energy efficient - Energy star, Safety - CE / UL, Environment – EPEAT and TCO Certification for Monitor (Copies should be enclosed)	
OS Compliance	Windows & Linux compliance by OEM.	

2. Specification for L2 Managed 24 ports switch

Specification	Compliance
The proposed Switch shall have 24 ports x 1GbE RJ45 or more along with 4 x 1GbE SFP.	
Device should have Switching Capacity of 56Gbps	
Device should have Packet Forwarding Rate 82 Mbps or more	
Device should Support QOS features	
The proposed Switch shall support Zero Touch Provisioning deployment with zero configuration from day 1	
The proposed Switch shall support 802.1X Radius, port security etc.	
Should be able to integrate with the SD-WAN central management and logging platform at the command Control Centre.	
Should be capable of displaying the device details connected on each switch port on the SD-WAN central management	
Should be able to monitor the bandwidth performance of each application from the central management	
Additional 50 Switches to be supplied and stored at CCC as spares for the Operation & Maintenance	

3. Specification for Multimedia Projector

Parameter	Specification	Compliance
Technology	DLP	
Brightness	3000 ANSI-Lumens or higher	
Resolution	XGA, 1024 x 768 or higher	
Screen Size (Projection nce)	Min 75" Screen size at less than or equal to 3 Mtr	
Input / Output Sources	HDMI,VGA, Audio In & Out	
Lamp Life	Normal Mode - 3000 hrs or higher	
Important Features	Facility for Zooming, Keystone Correction and Wall Color Correction	
Speakers (Internal)	Min 2.0 Watts	
Accessories	a) Remote Control along with battery b) Good Quality Carry Case c) VGA Cable – 1.5 meters d) AC Power Card e) Manual f) Wall mount kit g) Screen 5.5' tall x 10' wide h) Other Standard Accessories	
Certification	BIS	

4,5 &6) Specifications for Head Phone, Web Camera & Speaker

Item	Spec.	Description	Compliance
Head Phones	Headphones	Over ear headphones: Headphones with attached Microphone	
		Frequency Range 20Hz to 20Khz	
	Headphones tter	3.5mm Audio Stereo Splitter Cable, Minimum 1:3 Splitter, The splitter must be able to split input as well as output	
Web Camera	I/O Interface	USB 2.0	
	Microphone	Built In	
	Image Resolution	High definition webcam. Automatic white balance,3P High quality lens	
	Video resolution	640 x 480 (30 FPS)	
	Clip	Built in clip for PC Monitor	
Speaker	External	Min 2 Nos. External Speakers (Min. 30 Watts Output)	

7) Specification for Online – UPS – 3 KVA

Parameter	Specification	Compliance
Capacity	3 KVA TRUE ONLINE UPS	
Back-up Time	60 minutes	
Inverter Type	IGBT (Make and current capacity to be specified by the tenderer)	
Mains Voltage Regulation	150 - 270V AC, SINGLE PHASE	
Input power factor	> 0.9	
Input Frequency with Tolerance	50 Hz, +/- 3 Hz	
Battery (Secondary Source)	Sealed maintenance free(SMF) type – AH and no. of Batteries shall be suitably selected for the respective minimum backup time of 70% Resistive Load. Sealed maintenance free (SMF) type – AH and No. of Batteries shall be suitable selected for required backup time.	
Make of the Battery	Specify the Manufacturer Make, Model and enclose the technical specification sheet. The make and AH of the battery submitted for evaluation only will be accepted.	
Battery Storage Box/ Rack	External Storage Box / MS-Rack for housing the Batteries. with safety provisions to be supplied along with the UPS system	
Output Voltage	230V AC, Single Phase (+/-1%)	
Output Frequency with Tolerance	50 Hz, +/- (0.2) Hz	
Waveform	Pure Sine wave	

Parameter	Specification	Compliance
Load power factor	0.7 lag to unity	
Overload Capacity	Withstand for 5 Minutes at 110% load	
Total Harmonic Distortion	< 4% for Linear load and 5% for non linear load	
Over all Efficiency	> 80%	
Ambient Temperature	0 – 50°C	
Duty Cycle	Continuous	
Cooling	Forced air cooling	
Protections	1) Input, Output – Low and High 2) Battery low and high voltage 3) Input, output – Fuse 4) Battery - MCB/Fuse 5) Short circuit 6) Over load 7) Lightening	
Controls	Manual By-pass Switch and static bypass switch to be provided with Indications	
Power sockets	1 No. 32 Amps. Capacity Terminal Block	
Trip Conditions	Over load, Over and Under voltage, Short Circuit	
Indications	Mains ON, Inverter ON, Battery Low, Overload.	
Alarms (Audio)	For extreme battery low voltage.	
Meters	AC O/P Voltage, O/P current, I/P Voltage, I/P Current, Battery Voltage, Battery Current,	
Manuals	Operating and User manual to be Provided	
Name Plate in the UPS	Sr. No and Name plate in UPS-Riveted metal plates / Stickers	
Isolation Transformer	Isolation Transformer must be provided internally / externally at input.	
Certification	SAMEER / ETDC / NTH / ERTL / NABL's or any other Government authorized Testing Lab Certification	
Other Features	SNMP Card - Provisions should be available Diesel Generator – Compatible	

8) Specification for 9U – Rack – Wall mount for Network device & UPS

Parameter	Specification	Compliance
Height & Dimension	Height 9U, Width 550 and Depth 550mm	
Material Thickness	0.8mm or better	
Loading capacity	35KG \pm 10% or better Loading capacity	
Front Door	4mm toughened Glass door with Lock and Key	
Cabinet Material	Powder coated CRCA sheet	
Mounting	Wall Mount equipped with 1.2 mm mounting angle	
Form Factor	Rack Mount/DIN Rail	
General	Rubber Closure for cable entry holes 19"Adjustable rails in the front and rear, Top and bottom cable entry facility Hardware Screw pocket included	

9) Specifications for Hi-tech Lab Infra and Other Facilities

Parameter	Specifications	Compliance
Network connectivity	LAN Ethernet Connectivity (to SD-WAN device, Desktop PCs, Network Devices)	

10 & 11) Specifications for Furniture, Electrical Work

Specifications	Compliance
Wooden Tables for mounting of Computing Devices (Computer Tables)	
Wooden Chairs without arm for students (Age between 10 to 14) to sit at a comfortable height to handle the system	
Wooden Chair with arm for in-charge of Lab Operations	
Must Ensure that the furniture items provided are durable for the project period and take care that replacement of damaged furniture items is made in a prompt manner during the project period	
Should do sufficient electrical wiring (of ISI marked & branded) for all electrical and IT equipment like Desktop PC's, UPS, LAN equipment etc.	
Electrical wiring should include earthing arrangements	

12) External Hard disk

Specifications	Compliance
1 TB – External Hard disk with USB 3.0 higher Support	
1 TB – External SSD Disk with USB 3.0 higher support	

13) Specifications for SDWAN device (for School)

Specification	Compliance
Should be a Hardware Appliance with Firewall Functionalities	
Should support Static Routes. The device should act as a gateway router for internal network connections.	
Following features should be included in the appliance from Day 1: Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), DHCP, QoS, Bandwidth reservation.	
SDWAN IPSec VPN Throughput of 500 mbps or above. Device should support Full tunnel mode based on IPSec. It should support 500 Mbps at tunnel mode.	
Should support 5 Nos. of 1GE RJ45 Ports and Should support Multiple WAN Ports. Also, Should have USB port support for mobile broadband dongles	
Should have NDPP/ Common Criteria Certifications and should support IPv4 & IPv6. Device Should support Mobile broadband, Ethernet based internet connection, PPBoE, etc.	
Build-in SDWAN must be able to do load balancing of various links based on source address, User group, protocol and/or applications	
SLA for SDWAN must be defined based on packet loss or latency or jitter. Even combination of all 3 option must be possible.	

Annexure 2- (For CCC)**1) Specifications of Next Generation Firewall for CCC**

Specification	Compliance
The command control centre should be equipped with SD-WAN Orchestrator and Manager, Head End Router with Data Centre Firewall functionalities and Log Analyser	
The SD-WAN Orchestrator & Manager at Command Control Center should be able to manage, monitor and configure all Firewall cum SD-WAN Routers, and 24 Port Switches at 5792 Hi-tech Labs. The Solution proposed should also be capable of managing all these devices in 5792 Hi-tech Labs from day one and upgradable to additional 10,000 Hi-Tech Labs for future upgrade.	
The Proposed SD-WAN Platform and Log Management solution should be compatible to integrate with existing Command Control centre for Data Transfer, Device and Policy Management.	
The Firewall cum SD-WAN Router should be enabled for Static Routes & Policy Based Routing and dynamic routing protocol like RIP, OSPF, BGP. Multiple Internet Links to be terminated in the Firewall with load balancing enabled.	
The Firewall SD-WAN Router should support the link termination of TANFINET once it is ready and continue to work as a Firewall and SD-WAN Router	
Capacity Building at Command Control Side	
<p>A SD-WAN Head End Router cum NGFW to be installed at CCC with the following performance parameters</p> <ul style="list-style-type: none"> - The Router has to be in High Availability with active-active Configuration - Should support SDWAN IPSec Throughput of 50 Gbps and NGFW Throughput of 18 Gbps - Should support 20 Million Concurrent Sessions and 1 Million new Sessions - Should Support 20,000 IPSec Site to Site VPN Tunnels - Should have the features/ Services to be included in the appliance from Day 1: Layer 3 - Layer 4, NAT, VPN, Application Visibility and Control (AVC), User Identity, DLP, Next Generation Intrusion Prevention System (IPS), Zero Day Protection / Advance Malware protection, Web Security Essentials / URL Filtering, SSL VPN 25,000 user license bundled. 	
<p>A Logging management platform to be provided with following capacity</p> <ul style="list-style-type: none"> - The solution proposed should support minimum 500 Gb/Day logging - Should have 64 TB or above internal storage capacity - Should have dual Power supply and 25G SFP28 Ports - Should have RAID Support 	
<p>A SD-WAN Orchestrator & Manager to be supplied with following specifications:</p> <ul style="list-style-type: none"> - The Manager should support 7000 SD-WAN devices from day one and upgradable to SD-WAN 10,000 devices. - Should support management and Configuration of Switches and Access Points connected to the SD-WAN Devices. - Should have 2 Nos. of 10G Ports and Dual Redundant Hot Swappable Power Supplies. - The Manager should be able to Manage the Firewalls at Schools and 24 Port Switches upto the Port Level. - The Manager should have Workflow Audit feature for Hierarchical approval. 	
All the devices/appliances proposed at CCC has to be with dual hot swappable redundant power supplies	

2) Specifications for Private Cloud Infrastructure at CCC

Hyper-Converged Infrastructure requirement	Specification	Compliance
	Proposed solution must be based on converged IT infrastructure platform that integrates storage, compute, networking, hypervisor, real-time deduplication, compression, and optimization along with powerful data management, data protection, and disaster recovery capabilities in a standard x86 server building block	
	The solution should provide hyper converged software that allows delivery of enterprise-class storage services using latest x86 server infrastructures without dependence on a separate Storage Area Network & associated components such as SAN Switches & HBAs.	
	The HCI solution should support deployment on any one of leading hypervisors (VMware/Hyper-V). The solution components quoted including HCI system, hypervisor, server, network switch should be as a factory fitted engineered appliance.	
	The proposed HCI solution should be a factory shipped engineered & integrated appliance. All the components of HCI such as compute nodes, hypervisor OS, storage disks, management software should be factory installed and shipped ready for fast deployment.	
	The HCI solution should support scaling hyperconverged node (compute+storage), compute-only, independent of each other under a single cluster.	
	Single dashboard to manage all clusters, virtual machines, network, storage, monitor performance and manage events & alerts	
	The HCI solution should be able to present cluster wide storage performance to any single large Virtual machine.	
	The Solution should allow for taking clones of individual Virtual Machines for faster provisioning. Any additional software or license required should be provided on day 1.	
	The solution should automatically rebalance data to maintain balanced utilization of storage across the HCI converged nodes. When storage capacity is scaled up or scaled out, the HCI nodes must automatically redistribute data equally across all nodes equally without migrating VMs.	
	Virtualization software should support live Virtual Machine migration with enhanced CPU compatibility and without the need for shared storage option.	
	Virtualization manager software should be provided along with the proposed solution. Virtualization manager should have the capability to monitor other same platform virtualized workloads in the data center.	
	Bidder must quote appropriate license to enable and meet mentioned above features for 20 workloads per cluster	
	The vendor must provide all features and license applicable in Hypervisor OS, VMM Manager & HCI solution providing enterprise licenses (highest tier available).	
Hardware	Provide 60 cores, 1800 GB usable RAM and 50 TB usable storage	

Hyper-Converged Infrastructure requirement	Specification	Compliance
Specifications	Each node should support up to 2 latest Intel Xeon Scalable Processors offering from 8 to 56 cores per node	
	Each node should allow inbox upgrade from 1 to 2 processors	
	Each node should support latest DDR4-2xxx Registered Smart Memory.	
	Each node should allow inbox upgrade of RAM up to 1536GB per processor and should scale to 3TB per Node	
	Hyper-converge solution should be configured using not more than 1.2 TB drive for Data & 1.92 TB drive for cache	
	Each node should have embedded 4 x 1GbE ethernet ports & support 4 x 10/25GbE SFP+ ethernet ports with option to select Fiber optic, Copper DAC or RJ45 connectivity.	
	Each node should have embedded 1 x out-of-band management to simplify remote management.	
	Each node should have 1 or more 12G RAID controllers to manage drives within the node. In case vendor doesn't support Raid controller then resiliency shall be built using below guidelines given in the RFP.	
	Each node should have at least 3 PCI slots available and shall also support at least 1 x GPU adapter.	

3) Specification for Application to be hosted in CCC

Specification	Compliance
Following Applications and should provide integrated dashboard for CCC <i>(Requirements specified in Scope of work)</i> <ol style="list-style-type: none"> Enterprise Management System Helpdesk Management System Content Management System Learning Management System and Online Exams 	

4) DR – Replication of Content in Public Cloud – Activation on Demand

Specification	Compliance
Provision to made in Public Cloud to have complete the content and it should be activated in the event of failure at CCC.	

5) Specification for Video-Wall Display

Specification	Compliance
<ul style="list-style-type: none"> - Video wall solution with 3X2 55" Screen with Video/Audio/Control System. - Management Solutions for Dashboard applications 	

6) Specifications for Work Stations

Parameter	Specification	Compliance
Processor	Intel Xeon W-1250 3.3GHz or higher 6C 12MB Cache	
Memory	16GB DDR4 2666MHz or higher DIMM ECC. Upgradable up to 128 GB with atleast two free slot.	
Mother Board (Intel/Gigabyte/ ASUS/MSI/ OEM)	<ol style="list-style-type: none"> Min 4 PCI / PCIe express slots and at least one of them should be PCIe16, Integrated Graphics Controller, 10/100/1000 Mbps Network Card Min 6 USB Ports with at least two with 3.0, 2 2 Additional USB Ports, 1 serial port, VGA / Display port, HDMI, RJ45, Audio 3.5mm. Support external speakers - Min 2 Watts 	
Graphics	Min. 2GB Graphics Card	
Monitor	22" (± 0.5 inch) TFT/ Wide LED Backlit LCD Color Monitor. Resolution 1366 X 768 or higher.	
Hard Disk Drive	Min 2 x 1 TB SATA	
DVD Drive	DVD Writer	

Parameter	Specification	Compliance
Keyboard	USB – Membrane Keyboard	
Mouse	USB – Optical Mouse	
Bays	Min 2 x Internal and Min 3 x External bays	
Operating System	Preloaded Linux - Latest version	
General Certification	Hazardous - RoHS, Energy efficient - Energy star, Safety - CE / UL, Environment – EPEAT and TCO Certification for Monitor (Copies should be enclosed)	
OS Compliance	Windows & Linux compliance by OEM.	

7) & 8) Specification for 48 Port Switches

Specifications	Compliance
a) Layer 3 48 Port 1/10G Switch with HA b) Layer 2 48 port 1G POE Switch	

9) Internet Lease Line for CCC

Specifications	Compliance
5 GBPS Internet Lease Line to CCC to be obtained from TRAI approved service provider	

10) Specification for Multi-functional printer

Parameter	Specification	Compliance
Type	Floor mounted	
Technology	Laser	
Print, Copy Speed	A4 - 40 PPM or higher , A3 - 20 ppm or higher	
Resolution	1200 x 1200 dpi or higher	
Interface	USB 2.0 , Ethernet 10/100 Mbps (RJ45)	
Zooming	25 to 400 Percentage	
Paper Input Capacity	100-sheet multi-purpose tray, 2 x 500-sheet input trays	
Paper Size	A5 - A3	
Network	Ethernet 10/100 Mbps	
Features	Duplex with RADF/DADF	
Scanning facility	Scan to PC, Scan to E-mail	
OS Compliance	Windows and Linux Compliance by OEM	
Toner	Toner Yield of minimum 30,000 pages for B/W	
duty cycle	170000 or above	
Trolley	Trolley with wheels and lock for locking the wheels	
Certification	BIS	

11) CCTV and Access Security System

Specifications	Compliance
<ul style="list-style-type: none"> - CCTV facilitation to be provided with IP Camera's & NVR having backup of minimum for 90 working days - Access Card System to be placed to restrict the access 	

12) Specification for 40 KVA – UPS

Parameter	Specification	Compliance
Capacity	40KVA – Parallel - On-Line UPS	
Back-Up Time	120 minutes	
Inverter Type	IGBT (make and current capacity to be specified by the tenderer)	
Mains Voltage Regulation	440V 3Ph -20%, +10%	
Input Power factor	> 0.9	
Input Frequency with Tolerance	50 Hz, +/- 3 Hz	
Battery (Secondary Source)	Sealed maintenance free(SMF) type – AH and no. of Batteries shall be suitably selected for the respective minimum backup time of 70% Resistive Load. Sealed maintenance free (SMF) type – AH and No. of Batteries shall be suitable selected for required backup time.	
Make of the battery	Specify the manufacturer, model and enclose the technical specification sheet. The make and AH of the battery submitted for evaluation only will be accepted	
Battery Storage Box/Rack	External Storage Box / MS-Rack for housing the Batteries. with safety provisions to be supplied along with the UPS system	
Output Voltage	230V AC, Single Phase (+/-1%)	
Output Frequency with Tolerance	50 Hz, +/- (0.2) Hz	
Waveform	Pure Sine Wave	
Load Power factor	0.7 lag to unity	
Overload Capacity	Withstand for 5 Minutes at 110% load for 10min and 120% load for 5min.	
Total Harmonic Distortion	< 3% for Linear load and 5% for non-linear load	
Overall Efficiency	> 85%	

Parameter	Specification	Compliance
Ambient Temperature	0 – 50°C	
Duty Cycle	Continuous	
Cooling	Forced air cooling	
Protections	1) Input, output - Low and High 2) Battery low 3) Input, output – Breaker 4) Battery – Fuse 5) Short circuit 6) Over load 7) Temperature over load 8) Transient 9) surge	
Controls	In-Built Static bypass switch to be provided	
Trip Conditions	Over load, Over and Under voltage, Short Circuit	
Indications	Mains ON, Inverter ON, Battery Low, Overload.	
Alarms (Audio)	For extreme battery low voltage	
Meters	AC O/P Voltage, O/P current, I/P Voltage, I/P Current, Battery Voltage, Battery Current,	
Manuals	Operating and user manual to be provided	
Name Plate in the UPS	Sr.No and Name plate in UPS-Riveted metal plates / Stickers	
Isolation Transformer	Isolation Transformer must be provided internally / externally at input.	
Certification	SAMEER / ETDC / NTH / ERTL / NABL's or any other Government authorized Testing Lab Certification	
Other Features	1) SNMP Card - Provisions should be available Diesel Generator – Compatible 2) Major components such as power modules and replacement of the hot swappable batteries without disrupting power to target equipment	
load regulation	+ 2%	
Input cable and output cable:	Proper rated input cable – 3mtrs x 5 runs and output cable – 3 mtrs. x 3 runs with PVC pipe to be provided	
Interface ports	RS-232 or USB	
Emergency Switch OFF	To be Provided	

13) Diesel Generator Set

Specifications	Compliance
125 kVA Diesel Generator - Power – 125 KVA / 100 KW, Phase – 3 Support , Output Voltage 380-440 , Frequency 50 Hz , Fuel Tank Capacity – 300 Ltr& above.	

14) Infrastructure Facilities

Specifications	Compliance
CCC & DC Infrastructure - Racks, Passive Cabling, Cooling, Power, <i>Civil to be</i> <ul style="list-style-type: none"> - Intelligent Integrated Infrastructure essentially should include internal redundant or backup power supplies, environmental controls (Rack mounted air conditioning, smoke detection, Water leak detection Temperature and humidity sensors), and security devices. Rack mounted air-conditioning systems should have N+N topology respectively. Environmental monitoring shall be done from IP based software. - The detail specifications of the intelligent integrated/inbuilt infrastructure, standalone system shall be in adherence to standard Data Centre guidelines 	

9. STATEMENTS, DECLARATIONS AND FORMATS

FORM A: COMPLIANCE TO PRE-QUALIFICATION CRITERIA

Sl.	Criteria	Proof to be submitted	Reference Pg. No. where this proof can be found in the document
1	The Tenderer/ all consortium partners should be an entity registered in India under the Companies Act or the LLP Act.	Certificate of Incorporation and Memorandum and Articles of Association/ LLP Agreement signed by the authorized signatory.	
2	The Tenderer/ all consortium partners should have a minimum of two of the following certifications: (i) ISO 9001 and (ii) either ISO 27001 or ISO 20000.	Valid Certificates to be enclosed.	
3	The Tenderer/ Lead Bidder must have an average minimum annual audited turnover Rs 1,000 Cr in the FY 18-19, 19-20 and 20-21.	Audited statement from Auditor.	
4	The Tenderer/ Lead Bidder must have an average positive net worth Rs 500 Cr. in the FY 18-19, 19-20 and 20-21.	Audited statement from Auditor.	
5	The Tenderer (Lead Bidder) must have the experience in IT Hardware/ Network/ ICT Infrastructure Business and should have commissioned and completed projects of over Rs. 450 Cr cumulatively during the last five years	Work orders to be attached clearly showing highlighted with a highlighter pen, the following: - Order Value: - Year of Commencement and - Year of Completion - Tenderer to fill template provided in Annexure XIII	
6	The Tenderer (Operational Bidder) must have the System Integration experience in IT Hardware/ Network / ICT Infrastructure Business and should have commissioned minimum 3 projects during last five years projects of value more than INR 50 Crores for each project	Work orders to be attached clearly showing highlighted with a highlighter pen, the following: - Order Value: - Year of Commencement and - Year of Completion - Tenderer to fill template provided in Annexure XV	
7	The Tenderer/ Operational Bidder should have minimum full-time 500 employees on its payroll across the country, working on IT Hardware/ Network / ICT Infrastructure Business as on the date of issue of this tender.	EFP deposit proof in the past 3 months for 500 employees. The sheet should have Sl., Name of Employee, PF Id, Proof of transfer in Month 1, Proof of Transfer in Month 2, Proof of Transfer in Month 3 as the	

Sl.	Criteria	Proof to be submitted	Reference Pg. No. where this proof can be found in the document
		column headings. Tenderer to fill template provided in Annexure XI	
8	The Tenderer/ Lead Bidder shall have a minimum cash credit facility of Rs. _____ exclusively for this work duly certified by the Banker.	The Original Certificate in prescribed Annexure VIII (a) issued by the Bank should be enclosed). If no such credit facility is required for the Tenderer, a declaration to the above facts should be enclosed in prescribed Annexure – VIII (b).	
9	The Tenderer shall have to furnish Manufacturer's Authorization Form (MAF) from the Principal Manufacturer or OEM for the proposed computer & accessories. <i>(Chapter-7 – For School - Sl.no 1 to 7 and 12 &13, For CCC - Sl.No 1 to 13)</i> If the Tenderer itself is the Principal Manufacturer / OEM then MAF is not required.	Manufacturer's Authorization Form (MAF) from the Principal Manufacturer or OEM with Model & Make Tenderer to fill template provided in Annexure-II	
10	Proof from the OEM showing that that OEM has supplied IT equipment/ Hardware in India over the past 3 years. The proposed OEM for the Desktops should have a registered office in Tamil Nadu that should have been in existence for the past three years.	Proof of supply in India in past 3 years. (PO/ Letter from OEM on letterhead of OEM which proves supply of IT equipment/ hardware in India after June 2019) Proof of existence in Tamil Nadu. Electricity bill copy/ lease agreement/ rental agreements (2 Nos). One should be dated July 1, 2019 or earlier and one should be dated April 30, 2022 or later.	
11	Blacklisting: The tenderer/ all members of the consortium and OEM should not have been blacklisted by the Central/ any other States / Union Territories Government/ Quasi Government/ Govt. undertaking or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons as on date of issue of this tender.	Self-Certificate Tenderer to fill template provided in Annexure-IV	

FORM B: COMPLIANCE TO EVALUATION CRITERIA

Form B is to be filled and submitted along with relevant proof in the Technical Bid submitted by Tenderer					
S. No.	Criteria	Evaluation Criteria Details	Max. Marks	Supporting Documents	Proof included in Pg. No.
1	Turnover	<p>Average Annual turnover from the Tenderer over the last three individual financial years.</p> <ul style="list-style-type: none"> • More than Rs. 10,000 Cr.= 20 marks • More than Rs. 5000 Cr. but less than or equal to 10000 Cr. = 15 marks • More than Rs. 2000 Cr. but less than or equal to 5000 Cr. = 10 marks • More than Rs. 1000 Cr. but less than or equal to 2000 Cr. = 5 marks 	20	<p>Certificate from the CA on turnover details over the last three (3) financial years.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p>	
2	Positive Net Worth	<p>Average Positive net worth and should be a profit-making company for the past three years audited financial year ending 31.03.2022.</p> <ul style="list-style-type: none"> • More than Rs. 1000 Cr.= 10 marks. • More than Rs. 700 Cr. to 1000 Cr. = 7 marks. • More than Rs. 500 Cr. to 700 Cr. = 4 marks. 	10	<p>Copy of Annual report/ Certificate from the CA on Net-worth details over the last three (3) financial years.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p>	
3	Work Experience	<p>The Tenderer (Lead Bidder) must have the experience in IT Hardware/ Network/ ICT Infrastructure Business and should have commissioned and completed projects of over Rs. 450 Cr cumulatively during the last five years:</p> <ul style="list-style-type: none"> • More than Rs. 750 Cr.= 10 marks • More than Rs. 600 Cr. to 750 Cr. = 7 marks • More than Rs. 450 Cr. to 600 Cr. = 5 marks 	10	<p>Work order / Purchase Order / Contract Agreement</p> <p>and</p> <p>Completion / Go-Live Certificate issued by End User.</p> <p>If Tenderer is a Consortium, this applies to Lead Bidder.</p> <p>Tenderer to fill Annexure XIV</p>	
4	Number of Projects - System	<p>The Tenderer (Operational Bidder) must have the experience in IT Hardware/ Network/ ICT</p>	10	<p>Work order / Purchase Order / Contract</p>	

	Integrator Experience	<p>Infrastructure Business and should have commissioned during last five years projects of value more than INR 50 Crores for each project:</p> <ul style="list-style-type: none"> • 5 projects = 10 marks • 4 projects = 7 marks • 3 projects = 4 marks 		<p>Agreement and Completion / Go-Live Certificate issued by End User.</p> <p>If Tenderer is a Consortium, this can apply to the firm who play operational role in Installation & commissioning or Operations & Maintenance</p> <p>Tenderer to fill Annexure XV</p>	
5	Technical Proposal Solution	<p><u>Scoring method for Technical Proposal Solution (50 Marks)</u></p> <ol style="list-style-type: none"> 1. Tie-up between OEM(s) & Bidder Remarks to be furnished by OEM(s) in the Authorization letter for 5 Products, i.e Desktop PC, Projector, Network Switch , SD-WAN Device and UPS (Maximum Marks 20 i.e. 5 Products x 4 Marks). <ol style="list-style-type: none"> a. Having Tie-up with the bidder (4 Marks) b. Having no tie-up, however executed procurement by the bidder (3 Marks) c. Having no tie-up and procurement proposed by the bidder for current project alone (2 Mark). 2. Project management Solution being proposed for Operations and Maintenance (Maximum Marks 10) <ol style="list-style-type: none"> a. Existing network of Service centre/ Franchise setup at least in 7 Districts in 	50	<p>Details of technical solution with specifications and implementation roadmap along with timeline by modularised segments must be provided in the proposal.</p> <p>If Tenderer is a Consortium, this can apply to the firm who play operational role in Installation & commissioning or Operations & Maintenance.</p>	

		<p>the State of Tamilnadu – Documentary Proof to be submitted for the existence (3 Marks).</p> <p>b. Method of reporting failures – proof for having solution through Website, Whatsapp, Toll-free no (3 Marks)</p> <p>c. Proof for having at least 500Employees working across the country – Proof of EPF deductions for last 3 months (2 Marks)</p> <p>d. Proof of Documents to be submitted for the execution of work similar to our Scope of work in a single project for any Government/ Public Sector Departments /Education Institutions funded by the Central/State Governments. It should be carried out at minimum 250 different geographical locations in the country. (2 Marks).</p> <p>3. Technical Presentation for SD-WAN Network Solution to integrate between CCC & Schools – (Maximum Marks 10)</p> <p>4. Technical Presentation for Enterprise Solution Software at CCC– (Maximum Marks 10)</p>			
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ANNEXURE – I: PROFILE OF THE TENDERER

The Tenderer shall furnish the following details without fail.

Sl.	Description	Response	Ref. Pg. No.
A	Name of the Organization:		
B	Nature of the Organization: (i.e. Public Sector Undertaking /etc.)		
C	Public Ltd / Private Ltd Company/ Society/ Trust/ Firm)		
D	Number and Year of Registration / Incorporation (copy of Certificate of Incorporation shall be enclosed)		
E	Address of the Registered Office of the Company/ Firm with phone, Fax, and Email ID.		
F	Address of the Factory and Phone No.:		
G	Audited annual report for the last three years: (copy of the same along with Technical Bid shall be enclosed).		
H	A copy of PAN Card attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.		
I	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. Should submit for all consortium partners

ANNEXURE – II: FORMAT FOR SUBMISSION OF OEM MANUFACTURER’S AUTHORIZATION FORM

(Note: This format should be on the letterhead of the concerned OEM and should be signed by an authorized person)

To

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

Sir,

Sub: Proposal for Establishment of Hi-Tech Labs in Government Schools/ Command& Control Centre on SIITCM&PM model in Tamil Nadu

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.

Also, M/ s _____ (name and address of the Tenderer) is **having Tie-up with us / No Tie-up with us however executed previous procurements / authorized for current project alone.**

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 of signatory:

Designation:

Address:

Date:

Seal:

ANNEXURE – III: ANNUAL TURNOVER AND POSITIVE NET WORTH 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.	Years	Turnover in Crores (Rs.)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
	Total Turnover for three years	
	Average Turnover per year	

The positive net worth of M/ s. _____ for the past three years are given below and certified that the statement is true and correct.

Sl.	Years	Positive Net worth in Crores (Rs.)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
	Total for three years	
	Average per year	

Date:

Seal of the Tenderer

Signature of the Tenderer

Signature of the Auditor/ Chartered Accountant with Seal

Name in Capital letters with Registration Number of the Auditor

ANNEXURE – IV: DECLARATION FOR NOT BEING BLACKLISTED

Date:

DECLARATION FOR NOT BEING BLACK LISTED

I/ We having our registered office at hereby declare that the Firm/ Company/ or its Partners/ Shareholders/ consortium partners (in case of a consortium)/ OEM partners have not been blacklisted by the Corporation or any Undertaking/ Corporation of the Central/ State Governments/ Quasi Governments on the date of issue of this tender.

Signature of the Tenderer with Seal

Name and Title of Signatory:

Name of Firm:

Address:

Contact number:

ANNEXURE – V: DECLARATION FOR HAVING READ ALL TENDER CONDITIONS

DECLARATION FOR HAVING READ ALL TENDER CONDITIONS

Date:

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 Text Book and Educational Services Corporation, Chennai vide Tender Ref.No.6324/EDP/2021 for the Supply, Installation, Integration, Testing, Commissioning, Maintenance and Strengthening Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools& CCC. I / We 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 Computers and accessories at our risk & cost and replace the same within the stipulated time.

Signature of the Tenderer with Seal

ANNEXURE – VI: DELETED

ANNEXURE – VII: 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.gov.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

Name and Title of Signatory:

Name of Firm:

Address:

Contact number:

**ANNEXURE – VIII (a): FORMAT FOR AVAILABILITY OF CASH CREDIT FACILITIES -
Nationalised / Scheduled Bank Certificate(To be submitted on letterhead of the bank)**

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.

Signature of Bank Manager with seal

Name of Bank Manager (head of the branch):

Designation:

Address of the Bank branch:

Contact number of the Bank Manager:

ANNEXURE – VIII (b): DECLARATION FOR NON-REQUIREMENT OF CREDIT FACILITY

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 Maintenance and Project Management (SIITCM&PM) of Hi-Tech labs in Government Schools& CCC in Tami Nadu State 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 under taken, 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 limit of [a 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 84 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: MASTER SERVICE AGREEMENT

(This is a model agreement included for the benefit of the bidder. The agreement may change at the discretion of the CoSE prior to issue of Work Order to accommodate changes/ comments/ suggestions/ departmental priorities etc.)

(a) MASTER SERVICE AGREEMENT

This agreement is made on this ____ day of ____ month of 2022 at Chennai, Tamil Nadu, India between Commissioner of School Education represented by its _____ (here in after referred to as “**Purchaser**”) (which term shall mean and include its successors and permitted assigns) And M/s. _____ incorporated under 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, TNTB&ESC invited bids vide Tender Ref.6324/EDP/2021 dated 12.12.2022 for Establishment of Hi-Tech Labs in Government Schools & CCC in Tamil Nadu State and the successful tenderer was selected for the Supply, Installation, Integration, Testing, Commissioning, Maintenance and Project Management (SIITCM&PM) of Hi-Tech Labs in Government Schools & CCC in Tamil Nadu for the execution of work as per the Tender Document.

A letter of acceptance (Lr. No. _____) was issued on 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) Minimum bill of quantities
 - (c) Technical Specifications for Computers and Accessories
 - (d) Instructions to the Tenderer
 - (e) Special Terms and Conditions of Contract
 - (f) Letter of Acceptance
 - (g) Purchase Order
 - (h) Master Service Agreement (MSA)
 - (i) All Addendum issued and replies to queries and any other clarifications issued by the Corporation as forming part of the contract and
 - (j) Service Level Agreement (SLA)

Whereas the CoSE 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 CoSE.

2. The successful tenderer agrees to deliver the services as per the scope indicated below within the stipulated period prescribed by CoSE.

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

1. Definitions and Interpretations:

I. 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.

II. Interpretation:

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document , the decision of the CoSE 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 genders;
- 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:
 - a. IT and Non IT infrastructure including Hardware, Software, System Software required for delivery of services under the Project.
 - b. All data, Documentation, reports, records, source code, etc., creating during the course of the Project for the purpose of the project.
 - c. All upgradation / enhancements and improvements to the above assets.
- i. **‘Acceptance’** means Acceptance of the proposed solution by the Commissioner of School Education after clearance by the ‘Third Party Agency’ deployed by the Commissioner of School 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 Commissioner of School Education and the “Supplier” as recorded in the Contract form signed by the Commissioner of School 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 5 years after Go-live or as further extended by the Commissioner of School 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 Commissioner 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. **“EMD/ 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 establishment of **Hi- Tech Labs** in Government Schools in Tamil Nadu State.
- 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 Commissioner of School Education, Commissioner of School Education Staff, etc. who support them in meeting their obligations to the Commissioner of School Education.
- w. **“Go-live”** means the date as declared by the Commissioner of School Education on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Commissioner of School Education or as provided in this Tender Document. Planned date of Go-live is 120 days from the date of issue of work order or date of acceptance of the samples whichever is later (or mutually agreed basis).
- 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 Commissioner of School 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.
- bb. **“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 maybe amended, supplemented or modified in accordance with the provisions hereof) and the Bid of the Supplier.

- cc. **“TENDER DOCUMENT” / “Tender”** means the Tender Inviting Notice released vide Tender Reference no.6324/EDP/2021dated. 12th Dec, 2022, and include all clarifications / addendums, explanations and amendments issued by the TNTB&ESC in respect thereof
- dd. **“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;
- ee. **“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.
- ff. **“Service Level Agreement”** means Agreement(s) executed by and between the CoSE and the Supplier for delivering various services as set out in this MSA;
- gg. **“Sign-off”** shall mean a written Documentation issued by the CoSE 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;
- hh. **“State-wide roll out”** refers to the day when the Supplier completes the rollout of the new system at all locations across the state as per
- ii. requirements of the Tender Document and is ready for acceptance testing by the Commissioner of School Education.
- jj. **“Supply, Installation, Integration, Testing, Commissioning, Maintenance& Project Management (SIITCM&PM)”** refers to the process through which the engaged business entity (firm/ company) will Supply, Install, Integrate, Test, Commission, Maintain and Project Manage the Hi-tech Labs in Government Schools& CCC in Tamil Nadu as stated in this Tender Document by combining communication infrastructure, hardware and software products from supplier.
- kk. **“Supplier”** means the company with whom the contract has been entered into for providing Supply, Installation, Testing, Commissioning and Maintenance of Hi-tech Labs& CCC 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.
- ll. **“The Commissioner of School Education”** refers to the Head of Commissionerate of School Education having control over all the schools where this project is implemented and for all Contractual Obligations.
- mm. **“Department”** refers to the School Education Department.
- nn. **“Time”** means Indian Standard Time.
- oo. **“Term”** means the duration of this MSA.
- pp. **“Total Contract Value/ Contract Value”** refers to the value (inclusive of all taxes, levies and duties) finally agreed between the Commissioner of School 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.
- qq. **“Users”** means the Students and Teachers and other Staff under the control of Commissioner of

School Education;

rr. **“Parties”** means the Purchaser and the Supplier and “Party” means either of the parties.

III. 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.

IV. 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.

V. 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 Document s forming part of the bidding process leading to this agreement, than such Documents shall be relied upon and interpreted in the following descending order of priority:

- a. Any clarifications/ amendments issued by the CoSE/ TNTB&ESC as on date on the MSA, Service level Agreement and Annexure.
- b. This MSA along with the Service Level Agreement and Annexures.
- 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

I. 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 Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the condition's precedent for the Supplier.

II. 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 Indent to the Supplier. The Conditions Precedent is as follows:

- a. to provide a Performance Bank Guarantee and any other guarantees to the Purchaser or its nominated agencies
- b. to provide the Purchaser 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.

III. 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.

IV. 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 Purchaser 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 Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Supplier and the Purchaser shall forthwith forfeit the Performance Bank Guarantee and the EMD.
- c. In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Supplier prior to the fulfilment of the condition's precedent, upon the termination of this MSA, such shall immediately revert to the Purchaser 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 84 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

I. Scope of Work

- a. Subject to the Terms and conditions of this MSA and the performing all its obligations to be performed hereunder, the Supplier shall provide the Purchaser 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 Purchaser 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.

II. Agreement Owners

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

	Title	Telephone	E-Mail
Commissioner of School Education	Commissioner of School Education DPI Campus, Chennai– 600 006.	044 – 2827 8796 Fax : 044-28232580	dsetamilnadu@gmail.com
Supplier			

III. Contact List

Commissioner of School 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:

Commissioner of School Education Principal Contact:

Commissioner of School Education, DPI Campus, College Road, Chennai – 600 00

Telephone: 044 – 2827 8796

Email: dsetamilnadu@gmail.com

Supplier Principal Contact:

.....
.....

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

IV. Commencement and Duration of the contact 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 Purchaser 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 Purchaser to facilitate the Purchaser.
- 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 Purchaser to manage the operations.
- d. 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.

V. 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 there of governing inter-alia customs, excise, taxes and levies, stowaways, foreign exchange etc. and shall keep the Purchaser 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 Purchaser at all times. The Supplier will seek Purchaser'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 Purchaser.
- 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 Purchaser.

VI. Supplier's Obligations

- a. The Supplier's obligations shall include all the activities as specified by the Purchaser in the scope of work and other sections of the Tender Document and MSA and changes thereof to meet the Purchaser'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 Purchaser.
- c. Except as otherwise provided for herein or with the prior written approval of Purchaser, the Supplier and/ or Supplier's team shall not: -
 - a. 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.
 - b. market, sell, or make commercial or derivative use of the Department data, Deliverable or Assets, Department contents/ contents of services and information.
 - c. 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

- d. 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).

VII. Purchaser Obligations

- a. The CoSE 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 CoSE 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 fulfillment of this MSA.
- c. The CoSE 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 CoSE shall provide requisite data related to its functioning, facilitate obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

VIII. 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 CoSE 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 Purchaser for view by authorized Staff of the Purchaser. No change to the deployed manpower shall be done by the Supplier without written approval from the Purchaser 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.

- a. The Purchaser 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 Purchaser'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 Purchaser.
- b. 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.
- c. 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.

IX. Access to Purchaser's or its nominated Agencies' Premises

For so long as the Supplier provides services from Purchaser'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 Purchaser, shall, subject to compliance by the Supplier with any safety and security guidelines which may be provided by the Purchaser and notified to the Supplier in writing, provide the Supplier with:

- a. Reasonable access, to Purchaser/ 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 Purchaser 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 Purchaser 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 Purchaser to the Supplier.
- c. agree that the Purchaser building locations, where available, from time to time, shall be made available to the Supplier on an "as is, where is" basis by the Purchaser. The Supplier agrees to ensure that Supplier's team members, do not use such locations, services and items made available by the Purchaser for
 - a. the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - b. 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 Purchaser, 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

I. 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. Purchaser shall facilitate the Supplier in obtaining the Required Consents wherever Purchaser 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.

II. Reporting Progress

- a. Supplier shall allocate a Project Manager who would be a single-point contact for the Purchaser for monitoring day-to-day progress on the Project. The Project Manager would be required to interact regularly with the Purchaser to address issues or provide updates on the Project progress. To facilitate this interaction, a Purchaser Team would be constituted by the CoSE. The members of this team will have clearly defined roles. The Supplier's Project Manager will interact with the respective members of Purchaser'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 Purchaser. 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser. The Purchaser 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 Purchaser by the Supplier's Project Manager during the entire duration of Contract.
- g. The Supplier agrees that the Purchaser may change the periodicity of such reports. Formats for such reporting will be discussed and agreed with the Purchaser 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 makeup the progress or to meet the requirements at no additional cost to the Purchaser.

III. 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 **Commissioner:**

Commissioner Of School Education, DPI Campus,

College Road, Chennai – 600 006

Telephone: 044 – 2827 8796, Fax: 044- 2823 2580, Email: dsetamilnadu@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
- 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
 - At the date and time of transmission, if sent by fax, provided the fax is accompanied by a confirmation of transmission,
 - 3 Business Days from the date of posting if delivered by Post / Letter
 - 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.

IV. 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 .

V. 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 Purchaser, 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 Purchaser 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 anyway 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 Purchaser and the Supplier, where Purchaser shall be designated as the 'loss payee' in such insurance policies;
- n. Transfer the ownership of the Assets (not already with Purchaser 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 the Purchaser 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 CoSE, 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 the Purchaser or its nominated agency at each stage as is essential to close each of the above considerations.

VI. 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.

VII. Change in Quantity:

The Purchaser 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.

VIII. 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 Purchaser.

IX. Ownership of Equipment

- a. The Supplier shall transfer ownership of infrastructure, supplied on or in connection with this Contract to the Purchaser at the time of Go-Live or earlier termination of contract.
- b. The system software licenses should be procured in the name of the Purchaser during the Contract Period.

6. Project Acceptance**I. Audit, Access and Reporting**

- a. The Parties shall comply with the Audit, Access and Reporting Schedule provided in the MSA.
- b. The Purchaser/ 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 Purchaser/ nominated agencies, shall endeavor to minimize inconvenience and disturbance to the Supplier in the process of such audits and inspections.
- c. The Purchaser/ 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.
- d. The Supplier shall provide to the Purchaser/ 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 Purchaser/ 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.

II. Verification

The Purchaser/ nominated agencies, shall have the right, as shall be reasonably necessary, to verify:

- a. 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;
- b. that the actual level of performance of the Services is the same as specified in the Service Level Agreement;
- c. that the Supplier has complied with the relevant technical standards, and has adequate internal controls in place;
- d. the compliance of the Supplier with any other obligation under the MSA and/ or the Agreements.

III. 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 Purchaser by the Project Manager of the Supplier.
- c. The Purchaser 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 Purchaser 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 Purchaser 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.

IV. 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 Purchaser, guided by the following principles:

- a. The Purchaser 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

I. 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 Purchaser in accordance with the Terms of Payment Schedule of the MSA.
- b. It is clarified here that the Purchaser will pay for the Services as stated in accordance with the Terms of Payment Schedule and the Purchaser 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 Purchaser shall not be required to make any payments in respect of the Services other than those covered by the Terms of Payment Schedule.

II. Invoicing and Settlement

The Supplier will submit its invoices in accordance with the following principles:

- a. No advance payment shall be made.

- b. 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/Commissioner.
- c. The Tenderer would make available the ICT infrastructure for ____ years on the basis of a Service Level Agreement and assurance of the periodical payments subject to satisfactory maintenance based on 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 II – 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
- d. The Commissioner 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 pay such dues to the Commissioner.
 - a. Generally and unless otherwise agreed in writing between the parties or expressly set out in this MSA or the Service Level Agreement, the Supplier 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.
 - b. 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 Purchaser reserves the right to reject the invoices.
 - c. 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 Purchaser reserves the right to reject the invoices.
 - d. Any invoice presented in accordance with this Schedule shall be in a form agreed with the Purchaser.
- e. 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.
- f. 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.
- g. Payment for invoices shall be made within 30 days of the receipt of correct and valid invoice by the Purchaser, which has to be upon completion of the said activities, and after obtaining the signoff from the Purchaser 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 Purchaser 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.
- h. The Purchaser shall be entitled to delay or with hold payment of any invoice or part of it delivered by the Supplier where:

- i. The Purchaser disputes such invoice or part of it provided that such dispute is bonafide.
 - ii. The Purchaser 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).
 - iii. Any exercise by the Purchaser under this clause shall not entitle the Supplier to delay or withhold provision of the services.
- i. 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.

III. 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.

IV. Currency of Payment

Payment shall be made in Indian Rupees only.

V. Taxes

- a. The Purchaser 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 Purchaser or its nominated agencies shall provide the Supplier with the original tax certificate of any withholding taxes paid by the Purchaser or its nominated agencies on payments under this MSA. The Supplier agrees to reimburse and hold the Purchaser 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 Purchaser, 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 Purchaser. 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.

VI. Liquidated Damages

- a. 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:
 - a. Failing to meet the milestones provided for in the MSA,

- b. Failing to perform the responsibilities and obligations as set out in this MSA and the Tender Document to the complete satisfaction of Purchaser or any of its nominated agencies,
- c. Misrepresenting facts/ information submitted to the Purchaser
- d. Purchaser 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 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

I. Events Default by the Supplier and Breach of Contract

- a. 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-alia the following.
- b. 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 Purchaser 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 Purchaser in the MSA and the Tender Document.
- c. The Supplier has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser 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 Purchaser
- d. 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.
- e. The Supplier/ Supplier's team has failed to comply with or is in breach or contravention of any applicable laws.
- f. If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7.2 (a) on issuance of a notice of not less than thirty(30) days.
- g. If the Supplier in the judgment of the Purchaser 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 Purchaser 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 Purchaser the Supplier fails to remedy the default to the satisfaction of the Purchaser, the same shall be considered breach of Contract. The Purchaser reserves the right to terminate the Contract or where it deems fit, issue to the defaulting party another notices to take corrective action or proceed to adopt such remedies as may be available to the Purchaser.

II. Termination of Contract:

Termination for Default:

- a. Without prejudice to any other remedy available for the Purchaser 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.

Termination for Insolvency:

- d. 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.

Termination for Convenience:

- e. 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.

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:
 - a. '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.
 - b. 'Fraudulent practices' means a misrepresentation off acts 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.

9. Warranty and Replacement:

I. 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 Computers and Accessories supplied by him with new ones at his cost at the designated points during the period of Warranty.

II. 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 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.

III. 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 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 Purchaser or of any of the Purchaser'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.

- a. 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.
- b. 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.
- c. 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.

- d. The Purchaser shall be entitled to claim the remedy of specific performance under this MSA.

IV. Force Majeure:

- a. 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.
- b. 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.
- c. 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 inexistence. 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.
- d. 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.

V. Confidentiality

- a. The Purchaser 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 Purchaser 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 Purchaser, with respect to this scheme.
- e. The aforesaid provisions shall not apply to the information which is:
 - a. already in the public domain;
 - b. which has been received from a third party who had the right to disclose the aforesaid information;
 - c. 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;

- d. independently developed by receiving party without the use of Confidential Information and without the participation of individuals who have had access to Confidential Information;
- f. This clause shall survive the expiry or earlier termination of this MSA.

VI. Data Protection

- a. The Supplier will comply with the directions issued from time to time by the Purchaser 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 IT security and standards defined in the MSA and the Tender Document.
- c. The Supplier shall endeavor to report forthwith in writing to the Purchaser 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 Purchaser 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 Purchaser 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.
- f. 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:

Deliverables provided to the Purchaser 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 Purchaser, immediately upon creation, vest in the Purchaser. 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 Purchaser hereby grants to the Supplier a non-exclusive right and license to access and use the Purchaser 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 Purchaser to a third party prior to the effective date, the Purchaser grants to the Supplier and any sub-contractors to the Supplier solely in their performance of Services for Purchaser 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 Purchaser 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
 - a. Purchaser by itself or through other persons other than Supplier
 - b. Third parties (i.e., other than Supplier) at the direction of the Purchaser.
- m. The Purchaser 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 Purchaser to procure replacement services equivalent to Services provided hereunder.
 - a. Further the Supplier undertakes to negotiate in good faith with the Purchaser 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.
 - b. In respect of Supplier third party Intellectual Property Rights, Supplier undertakes to assist the Purchaser 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 periodof12 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser at that time.
- c. If such a guarantee is not furnished within 30 days to the Purchaser or its nominated agencies requiring the replacement, or the surviving entity unable to execute the Contract in its fullest, the Purchaser 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

- a. 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.
- b. 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.
- c. 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:
 - a. Application development / customization / maintenance including all components of the application such as, Grievance Redressal and Helpdesk
 - b. Data Migration, if any
 - c. Control Centre management
 - d. Hardware procurement, deployment and commissioning
 - e. Project management.

- b. Supplier shall not sub-contract any work to be performed under this MSA without Purchaser's prior written consent and approval.
- c. The Supplier undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.

15. Arbitration and Dispute Resolution

- a. The Purchaser 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 Purchaser 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 reenactments thereof, shall apply to the arbitration proceedings.

16. Conflicts of Interest

- a. The Supplier shall hold the Purchaser's interests paramount, without any consideration for future work and strictly avoid conflict of interest with other assignments or their own 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 Purchaser.
- 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

- a. 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
- b. 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 Purchase

The Purchaser 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:

<<Financial quotes of the bidder will be included here>>

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 the Supplier

Witness 1

Witness 2

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

Witness1

Witness 2

(b) SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 2022 BETWEEN:

Commissioner of School Education, Govt. 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 assigns);

AND

-----, a Company incorporated 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. Commissioner of School Education and _____ have entered into a Services Level Agreement made on this ____ day of _____, 2022 (the "MSA").
- B. In accordance with Clause() of the MSA, Purchaser and Supplier wish to enter into this Service Level Agreement ('Agreement/ SLA') on the following terms:

1. GENERAL PROVISIONS OF THE SERVICE LEVEL AGREEMENT

I. 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.

II. 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 CoSE after clearance by the 'Third Party Agency' deployed by the CoSE/ 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 CoSE and the “Supplier” as recorded in the Contract form signed by the CoSE 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 5 years after Go-live or as further extended by the CoSE.
- 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 CoSE, 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 CoSE, CoSE Staff, etc. who support them in meeting their obligations to the CoSE.
- r. **“Go-live”** means the date as declared by the CoSE on which the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the CoSE 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 (or mutually agreed basis).
- 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 CoSE 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. specified on Page 1 of the RfP, and includes 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 CoSE

- z. **“Supply, Installation, Integration, Testing, Commissioning Maintenance and Project Management (SIITCM&PM)”** refers to the process through which the engaged business entity (firm/company) will Supply, Installation, Testing, Commissioning and Maintenance of Hi-tech Labs in Government Middle, High Sand Higher Secondary Schools& CCC in Tamil Nadu 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 Hi-tech Labs& CCC 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.
- bb. **“The Commissioner of School Education” CoSE**, 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.
- cc. **“Time”** means Indian Standard Time.
- dd. **“Total Contract Value / Contract Value”** refers to the value (inclusive of all taxes, levies and duties) finally agreed between the CoSE/ 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 System Integrator for this Project.
- ee. **“Users”** means the Students and Teachers and other Staff under the control of CoSE.

III. Measurements and Arithmetic Conventions

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

IV. 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.

V. Priority of documents

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

VI. 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 CoSE under this Service Level Agreement and the Master Services Agreement.

VII. Objectives of the Agreement

- a. To setup Hi-tech Computer Lab infrastructure at Government Schools.
- b. Establishing a Command and Control Centre at State Head Quarters.
- c. 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 Hi-Tech Lab and maintain the same for the period of 5 Years as per SLA Terms.
- d. The required desktop PCs at each type of the school are given below.

- a. Government High Schools – ____ Devices.
- b. Government Middle Schools – ____ Devices.
- c. Government Higher Secondary School – ____ Devices.

To provide the following services for Management of all Hi-Tech labs 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 Hi-Tech Lab comprising the equipment like Desktop-PC & Other Items and Control Center Environment equipment like Server, Storage, Network, EMS, Civil, Electrical, Cooling, Safety, Security, Firewalls as per specifications in Chapter – 8 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 – 8 in the Technical Specification.
- c. 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.
- d. 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).
- e. All system software or any other application licenses procured by the SI under this project will be in the name of the Commissioner on a perpetual basis and should be genuine.
- f. 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 Purchaser.
- g. Objective of the control center to centrally monitor, provision and manage all schools' IT components and provide complete MIS reports and visibility on utilization, availability for ease management of complete project.
- h. Proposed control center should be able to manage all IP enabled IT components from the central locations such as SD-Wan Device and Desktop PCs.
- i. Proposed control center should provide helpdesk functionality to log the calls, monitors the network, resolve the issues, manage OEM and report to Commissioner on Utilizations, Availabilities, Issues and complete MIS information.
- j. Helpdesk should be reachable through Mobile based contact center solutions, E-Mail, Web based applications.
- k. Solution should be designed to monitor, manage, facilitate IT equipment of all Schools and should be scalable to handle 10,000 schools and this scalability should not be vendor specific.
- l. 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 Purchaser.
- m. Design, Supply, Installation, Testing, Commissioning and Maintenance of Helpdesk environment equipment like Workstations, Civil, Furniture, Cooling, Electrical, 3x2 55" Video wall.
- n. 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.

- o. 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.
- p. To make provision for internet leased line connectivity of at least ____ Mbps at Control center via Fiber along with redundant connectivity. ____ Mbps is minimum bandwidth, however bidder should size the bandwidth based on their solution and quote the same.
- q. To depute minimum ____ L2 level engineers for Helpdesk operations (Three Years' Experience in IT) and One Operation Delivery Manager with minimum experience in IT for five years.
- r. The Purchaser 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 Purchaser should provide power bill to ICT Hi-Tech Lab.

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

VIII. Scope of the Agreement

This Agreement encompasses the portion of the establishment of Hi Tech labs 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 Hi Tech labs 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

- Commissioner of School Education
- Supplier

IX. 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
Commissioner of School Education	Commissioner of School Education, DPI Campus, Chennai – 600 006.	044 – 2827 8796 Fax: 044- 28232580	dsetamilnadu@gmail.com
Supplier			

X. Contact List

CoSE, 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 of Commissioner of School Education:

Commissioner of School Education, DPI Campus, College Road, Chennai – 600 006

Telephone: 044 – 2827 8796, Fax: 044- 2823 2580

Email: dsetamilnadu@gmail.com

Supplier Principal Contact: 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.

Commencement and Duration of Service Level Agreement (SLA)

This Service Level Agreement (SLA) shall commence on the date of signing of Agreement (hereinafter the 'effective date') by the CoSE 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 ten years after "Go-live" of the Project.

XI. Updating the Service Level Agreement

- a. 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 CoSE and Supplier. Changes to the Service Level Agreement may be required at other times to include new systems, change in operating hours, etc.
- b. Any and all changes to the Agreement will be initiated in writing between the CoSE and the Supplier. The Service levels in this Agreement are considered to be standard for the CoSE and will only be modified if both parties agree to an appended set of terms and conditions.
- c. Any changes to the Service Level Agreement will be governed by the Change of Control detailed in the MSA.

XII. 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 CoSE at various office locations on specified days as per the standards defined for each activity in the Service Level requirements detailed in section ____ of this SLA.

XIII. 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 CoSE or the Supplier. The agenda for these

meetings will at least cover:

- a. Service performance.
- b. Review of specific problems / exceptions and priorities
- c. Review operation of the SLA and determine corrective action to overcome deficiencies.

XIV. 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.

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.

XV. Detailed Service Levels

- a. The detailed service levels are mentioned below. Please note that:
- b. For SLAs, wherever Slabs are mentioned, penalty will be cumulated over the different slabs. Please refer to the examples for clearer understanding.
- c. Following hours shall be used for the purpose of calculation of uptime and Issue resolution time SLAs:
 - a. Physical Office Locations (Schools): 9 AM to 5 PM excluding Sundays and holidays as declared by Govt. of Tamil Nadu"
- d. TCV is the Total Contract Value.
- e. 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
- f. The penalty for default on the first two SLAs will be deducted from the payment to be made for the respective milestone.
- g. 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:
- h. The agreement shall be executed with the CoSE. Based on EMIS report, SLA will be calculated and penalty will be imparted same will be deducted in terms payment. Penalty will be calculated School wise for every quarter and aggregated for one year and pay-out will be done after one year assessment. Same calculation is applicable for CCC.

Sl.	Description	Working Hours (Monday-Saturday)	Availability	Penalty (SCHOOL)
1	System Uptime at High Tech Lab	8.00 AM to 06.00 PM	>95%	<ul style="list-style-type: none"> No Penalty for >95%. Rs.100 will be imparted for every reduction in 0.5%. Maximum reduction allowed will be 5%, post which contract will be terminated.
2	Critical Incident/ Reported Issues	8.00 AM to 06.00 PM	Response: Maximum One working day	<ul style="list-style-type: none"> No Penalty if stipulated Response and Resolution times are adhered

			Resolution: Maximum Three working Days upto 5% of such issues raised per month	to. <ul style="list-style-type: none"> • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.
3	Non-Critical/ Minor Issues/ Upgradation related activities	8.00 AM to 06.00 PM	Response: Maximum Two working Days Resolution: Maximum Seven working Days upto 5% of such issues raised per month	<ul style="list-style-type: none"> • No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.

Sl.	Description	Working Hours (Monday-Sunday)	Availability	Penalty (CCC)
1	System Uptime at High Tech Lab	06.00 AM to 12.00 AM (Midnight)	>98%	<ul style="list-style-type: none"> • No Penalty. • Rs.100 will be imparted for every reduction in 0.5%. Maximum 5% post that contract will be terminated.
2	Critical Incident/ Reported Issues	06.00 AM to 12.00 AM (Midnight)	Response: Maximum one* working Day. Resolution: Maximum of 2 working Days.	<ul style="list-style-type: none"> • No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.
3	Non-Critical/ Minor Issues/Up gradation related activities	8.00 AM to 06.00 PM	Response: Maximum Two working Days. Resolution: Maximum Seven working Days.	<ul style="list-style-type: none"> • No Penalty. • Delay of each day beyond the stipulated Response and Resolution time will attract a penalty of Rs.100 per day.

**Where response/ resolution cannot be completed within the specified period, the tenderer must maintain report with reasons for not being to respond or resolve and the decision of the CoSE on such matters of deviation shall be final and binding.*

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 Commissioner, School Education Department. The Tenderer will have to select the Project Manager in consultation with Commissioner, School Education Department and will provide the appointment letter along with the eligibility documents to the Commissioner. Minimum Educational Qualifications and Work Experience shall be as prescribed.

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: Signed for and on behalf of and by the order and direction of the Commissioner of School Education

(Name and designation)

Principal Contact of Commissioner of School Education

Signed by: Signature of the Supplier

(Name and designation) (Supplier)

ANNEXURE XI: FORMAT FOR SUBMISSION OF PROOF OF FULL TIME EMPLOYEES ON THE PAYROLL OF THE COMPANY IN THE LAST 3 MONTHS

SL.	EMPLOYEE'S FULL NAME	EPF MEMBER ID	ESTABLISHMENT ID	NAME OF THE DEPARTMENT/ DIVISION IN WHICH THE EMPLOYEE IS EMPLOYED	EPF AMOUNT DEPOSITED BY THE COMPANY IN EMPLOYEE'S PF ACCOUNT					
					APR 2022		MAY 2022		JUNE 2022	
					<i>Amount</i>	<i>Proof of Deposit</i>	<i>Amount</i>	<i>Proof of Deposit</i>	<i>Amount</i>	<i>Proof of Deposit</i>
1										
2										
3										
.										
.										
500										

ANNEXURE XII: DETAILS OF EMD

To,

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

Dear Sir/ Madam,

We, the undersigned, intend to participate as a Tenderer for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date].

We have paid the EMD through NEFT/ DD mentioning purpose/ subject/ comments as 'Hi tech Lab -tenderer name'.

The following are our bank details with reference to this EMD.

NEFT/ DD (choose the method):

NEFT	Details	DD	Details
Bank name:		Bank name:	
IFSC:		Branch name:	
Bank Account holder's Name:		Bank Account holder's Name:	
Bank Account number:		Bank Account number:	
Transaction Reference No.:			

If scan/ copy of transaction challan from bank/ transaction receipt of online NEFT transfer has been attached:
Yes/ No.

If the EMD has to be returned after the procurement process, would the tenderer like the EMD to be returned to the bank A/c from which the transfer was made: Yes/ No.

We have read and agree to the terms regarding EMD.

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE XIII: SUMMARY OF FIRM CREDENTIALS(FOR PRE-QUALIFICATION CRITERIA NO. 5)

Firm name	Sl. No. of project	Name of Client	Year of commencement of project	Year of completion of project	Project value (Rs.) incl. taxes	Is the project value greater than Rs. 50 Cr.? (Yes/ No)	Reference Pg. No. where work order/PO/Contract agreement can be found in the document	Reference Pg. No. where Completion/ Go-Live Certificate issued by End User can be found in the document
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	1							
	2							
	3							
	.							
	.							
	.							
	.							
	.							
	.							
	n							
TOTAL (Total value of projects during the last five years shown above should be greater than Rs. 450 Cr.)						<To be left blank>		

ANNEXURE XIV : SUMMARY OF FIRM CREDENTIALS (FOR EVALUATION CRITERIA NO. 3)

Firm name	Sl. No. of project	Name of Client	Year of commencement of project	Year of completion of project	Project value (Rs.) incl. taxes	Reference Pg. No. where work order/PO/Contract agreement can be found in the document	Reference Pg. No. where Completion/ Go-Live Certificate issued by End User can be found in the document	Self-assessed score by tenderer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	1							<insert score here: 5 / 7 / 10 marks>
	2							
	3							
	.							
	.							
	.							
	.							
	.							
	.							
	n							
TOTAL						<To be left blank>		

Commissioned and completed projects for over Rs. 450 Cr cumulatively during the last five years

ANNEXURE XV : SUMMARY OF FIRM CREDENTIALS (FOR EVALUATION CRITERIA NO. 4)

Firm name	Sl. No. of project	Name of Client	Year of commencement of project	Year of completion of project	Project value (Rs.) incl. taxes	Is the project value greater than Rs.50 Cr.? (Yes/ No	Reference Pg. No. where work order/PO/Contract agreement can be found in the document	Reference Pg. No. where Completion/ Go-Live Certificate issued by End User can be found in the document	Self-assessed score by tenderer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	1								<insert score here: 4 / 7 / 10 marks>
	2								
	3								
	4								
	5								
	.								
	.								
	.								
	.								
	n								
TOTAL						<To be left blank>			

ANNEXURE XVI: SELF DECLARATION FOR PAGE NUMBERING AND SPIRAL BINDING OF BID DOCUMENTS

SELF DECLARATION FOR PAGE NUMBERING AND SPIRAL BINDING OF BID DOCUMENTS

Date:

I/ Wehaving the registered office at..... declare that I/ we have ensured that all pages of the technical and price bids submitted by us have been serially numbered, signed and sealed. We have also ensured that the documents submitted by us have been spiral/ comb bound. We also understand that if our documents are not found to be in alignment with the above stated requirements, our bid will be summarily rejected.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Contact number:

10. PRICE BID -TO BE FURNISHED IN PART – B COVER

Tenderer is required to provide a financial quote for the following:

- A) Project Duration
- B) Extended project duration
- C) Total price for Project Duration and Extended Project Duration (A+B)

A) Price for Project Duration (SIITCM&PM)

Sl.	Location	Qty	UOM	Accepted Unit Price for Each School**	Accepted Total Price
1	SIITCM&PM of Hi-Tech Labs in Government Schools	5,792*	Schools		
2	SIITCM&PM of Command & Control Centre	1	State	N/ A	
3	Operation and Maintenance Services for Hi-Tech Labs in Project Duration	60	Months		
4	Operation and Maintenance Services for CCC in Project Duration	60	Months		
Total without GST					
GST Value					
Total with GST for Part A					
Total Amount including GST in words:					

*shall either increase or decrease the quantity mentioned in the tender to the extent of 25%

** Unit Rate for each Hardware/ Software items to be supplied at Schools and CCC including manpower charges involved for O&M should also be enclosed.

B) Price for Extended Project Duration

Sl.	Location	Qty	UOM	Accepted Unit Price for Each School/CCC	Accepted Total Price
1	Operation and Maintenance Services for 5,792 Hi-Tech Labs – 6 th Year	12	Months		
2	Operation and Maintenance Services for CCC – 6 th Year	12`	Months		
3	Operation and Maintenance Services for 5,792 Hi-Tech Labs – 7 th Year	12	Months		
4	Operation and Maintenance Services for CCC – 7 th Year	12`	Months		
Total without GST					
GST Value					

Sl.	Location	Qty	UOM	Accepted Unit Price for Each School/CCC	Accepted Total Price
Total with GST for Part B					
Total Amount in words including GST:					

C) Total Price for Project Duration and Extended Project Duration (A+B)

Sl.	Description	Accepted Total Price
1	Total price with GST for Part A	
2	Total price with GST for Part B	
3	Total price with GST for Part A & B	

Sl. 3 will be used as the price for calculating the financial score of the technically qualified tenderers.

Signature of the Tenderer with Seal