

**NEW DELHI MUNICIPAL COUNCIL
EDUCATION DEPARTMENT**

Tender No. 02/Edn./2016

dated: 26.05.2016

CORRIGENDUM-2

Name of the work: Setting up of Smart classrooms in NDMC schools which includes supply, commissioning, functioning and installation of hardware including CCTV cameras and 32' inch LED TV with integration of educational digital contents

(Earlier Ref.: Tender no. 02/Edn./2016 dated 27.04.2016 & earlier corrigendum dated 20.05.2016)

As per the tendering schedule in respect of the above project, a Pre-bid meeting with the prospective bidders was held on 10th May, 2016 in the Council Room of NDMC. During the meeting, the prospective bidders raised several queries.

2. The reply to the queries raised in the Pre-bid meeting has been uploaded on the NDMC website www.ndmc.gov.in as well as e-tendering portal www.govtprocurement.delhi.gov.in.

3. Also, as informed through earlier corrigendum, the tender document is revised to the extent that the last date for submission of bids has been extended from 23rd May, 2016 to **9th June, 2016**.

Director (Education)

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

No. D-44/Dir (Edn.)/2016

dated : 26-05-2016

Name of the work: Setting up of Smart classrooms in NDMC schools which include supply, commissioning, functioning and installation of hardware including CCTV cameras and 32' inch LED TV with integration of educational digital contents-Reply to the Pre-bid queries.

(Earlier Ref.: Tender no. 02/Edn./2016 dated 27.04.2016)

As per the tendering schedule in respect of the above project, a Pre-bid meeting with the prospective bidders was held on 10th May, 2016 in the Council Room of NDMC. During the meeting, the prospective bidders raised several queries. The reply to the queries raised in the Pre-bid meeting is given below:-

S.N O.	Query of the Firm	Page No. with Clause	Suggestion of the Firm	Reply by the Department
<u>EDUCOMP SOLUTION LIMITED</u>				
1.	Certified copies of profit and loss statement and relevant audited balance sheets of last three financial years should be submitted with the tender documents.	21 Clause no 17.12	Turnover for last 3 yrs addresses the financial capabilities of the bidder, hence this clause can be waived from the eligibility clause	No change. This is required to ascertain the financial health of the bidder.
2.	The successful bidder will maintain atleast 2% spare parts at the designated NDMC School or site so that the parts can be replaced immediately. For onsite warranty of the hardware 2 (Two) resident engineer will remained stationed in designated NDMC School or site.	26 Clause No 1.12	In case the bidder has its presence locally through its head office/ corporate office, this can be exempted as full support will be provided from the team present at HO / corporate office thereby providing other value added services and a cost effective solution	For prompt redressal of the grievance this clause is essential. However during the meeting it was clarified that if the successful bidder has the presence in NCR, his warehouse may be designated by NDMC for the purpose of this clause.
3.	The bidding firm should not have incurred any loses in more than two years during the last five years ending 31st March, 2015 and should have a positive net worth during the last three financial years	36 Clause No.7	At times a company's business strategy doesn't allow a company to be profitable but at the same time its success can be measured by its possession of a positive net worth throughout.	After the discussion, the clause will be amended as: "The bidding firm should not have incurred any loses in more than three years during the

			<p>Moreover, the department has well laid the clause for a positive Net worth of the bidder which itself addresses the Bidders capabilities</p> <p>State Departments in many Smart class tenders for instance Assam Smart class tender for the implementation of Smartclass have always considered positive net worth as the eligibility criteria like Assam 70 Schools, Bihar & EDCIL .</p> <p>Alternatively we request the depart to introduce a little more flexibility in the clause so as to allow a wider participation of bidders. The clause may be redefined as : “The bidding firm should not have incurred any loses in more than three years during the last five years ending 31st March, 2015 or should have a positive net worth during the last three/ five financial years.”</p>	<p>last five years ending 31st March, 2015 or should have a positive net worth during the last five financial years.”</p>
4.	<p>Penalty for delay in execution of scheme: If the installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 0.5% per week with the maximum of 10% of the total value for the amount of contract will be levied for a maximum period of 5 weeks in the extreme circumstances apart from the minor penalty provision stated below: “If the successful bidder fails to perform as per the agreement, a penalty of Rs. 500/- per day per class will be imposed and the continuance of non-performance for more than 20 classes continuously for 3 or more days, the extreme penalty @ of 0.5% per week with the maximum of</p>	45 Clause No 25.2	<p>This needs to be explained as there shouldn't be a duplicity on penalty. Further, unforeseen situations like strike, riot, adverse market conditions must be considered for providing extension without penalty</p>	<p>No change. After a discussion with the representative, it was made it clear that the penalty clause have been framed in such a way that the implementation once started should not be stopped in mid-way and it should be completed as per the Implementation Schedule. The situations like strike and riots are part of the force majeure clause on Page 44 at para 24 of Section VI. Adverse market conditions will not be considered for providing</p>

	5% of the total value for the amount of contract will be levied for a maximum period of 5 weeks. This penalty provision will also be applicable during the AMC period.”			extension.
5.	Even after 15 days, if the rectification does not take place and the problem still persists, the Principal of the concerned School, Resource person along-with Engineer of the service provider will check & verify the faulty component/ equipment/hardware and the successful bidder is liable to replace the component/ equipment/hardware of same or higher specifications & same brand, which should be compatible with the existing hardware/software. For the purpose a show cause notice will be issued to rectify the system in next 7 days otherwise the contract will be terminated and the security amount will be forfeited. During the period of show cause notice penalty @ Rs.5000 per day per class shall be imposed	45 Clause No 25.3	Plz clarify	No change. This provision has been inserted to ensure that the smart classes do not remain non-functional for a longer duration.
6.	In case of loss or damage to the products & non-replacement of the same, the security money deposited by the companies will be forfeited by the NDMC.	45 Clause No 25.3.7	This clause poses a threat to bidders and needs to be deleted or re-defined so as to restrict any such instances that would be a non-starter	The clause is modified to the extent that amount equivalent to 5 times of the cost of loss or damages of the product and non-replacement of the same, will be recovered from the security money deposited by the companies which shall be replenished by the bidding firm within 48 hours.

7.	If the bidder fails to conduct the training program of teachers as per the schedule, Penalty @ Rs 1000/-per day training per school will be imposed till the bidder conducts the training of teachers.	46 Clause No 25.3.9	Plz clarify	No change Bidder will have to submit schedule of training plan for the teachers and if the training is not conducted as per the schedule, this penalty clause will come into force.
8.	Penalty @ Rs 1000/- Per day will be imposed if IT Assistant cum Resource Person remains absent without written intimation.	46 Clause No 25.3.8	The penalty for resource absenteeism without intimation needs to be re-considered as there can be contingencies. Further the penalty imposed should be in tune to the revenue earned and must not exceed the same	No change. This clause has been inserted to ensure that the IT Assistant cum Resource Person doesn't remain absent frequently to ensure that the Smart classrooms do not remain non-operational.
9.	The Penalty on multimedia educational content will be applicable only when Projector/system/Interactive White Board is operational and multimedia educational content is non-functional	46 Clause No 25.2	Plz clarify	No change.
10.	The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs. 4.6 Crores i.e. 40% of the estimated cost, issued on or after 1st April 2016 by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.	48 Clause No. 26.1.3	The Bank Solvency amount / percentage is very high as compared to normal charges of 20%. Suggest the dept to reduce the same.	No change. This clause is as per the standard Terms & Conditions of CPWD manual and it is 40% of Estimated cost of the project.
11.	The successful bidder will be required to provide 03 (three) IT Assistant cum Resource Persons (full time) to coordinate, implement and to provide regular feedback and reporting regarding the Smart Classrooms installed in NDMC Schools. The resource persons should be bonafide member/employee of the concerned company for the period of the contract.	31 clause no. 3	BoQ shows 90 resources, plz clarify	03 persons x 03 years for 10 months= 90 It is clarified.

12.	100% payment of Hardware cost will be released after successful supply, installation and commissioning of the Hardware required for the Smart Classrooms after deduction applicable TDS/VAT/Education Cess taxes etc.	53 clause no. 18.1	propose 50% advance payments as the bidder has to make huge investments against hardware deployed	No change. This clause has been inserted to ensure implementation of the project well in time.
13.	Make of PC : Dell/HP /Lenovo/HCL	57 clause No. 1 (a)	By specifying a brand it constitutes that the dept is favouring one or few vendors. While we understand that department is looking for a level playing field and looking for greater participation we request dept to incorporate the following as : " Dell/ Lenovo/HP/ Acer	No change. Since, HCL has wind up its computer business, hence, it is removed from the list of make of PC.
14.	Availability of virtual lab.	62 clause No. 10	Need clarification etc	It has been clarified to the bidders in the Pre-Bid meeting that availability of virtual lab with the bidder is pre-requisite to ensure that the different concepts of Science and other subjects are explained/shown to the students for their better understanding.
15.	<p>DESKTOP COMPUTERS FOR CLASS ROOMS/RESOURCE ROOM</p> <p>CPU: The System with Intel Core i-5, 3.2 GHz, 6MB Cache Chipset: Intel Q8 Series Memory:4GB 1600 MHz DDR3 RAM(Expandable up to 32GB) Hard Drive:500 GB 7200 rpm or higher Ports:6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front Cabinet : Mini Tower DVD ROM Drive: 8x or better DVD RW Drive Network Port: 10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard</p>		Antivirus - equivalent word to be added. Brand - HCL is no more in PC business. Choice of some brands to be added like Acer. Software - only Windows 10 mentioned. Home or professional should also be mentioned.	No change. Window 10 Single or professional is to be decided by the vendor based on the suitability with their smart classroom platform or software. Top brand of Antivirus has been included in the list. HCL is deleted from the list since they are no longer in the PC business.

	<p>management software. Operating System: Windows 10 and above Graphic Card : SMART Integrated Intel extreme graphics on M/B/ on board graphics Monitor 18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC. Keyboard: 104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC Mouse: Optical Mouse with USB interface and of brand as that of PC. Anti- Virus: Latest Anti-virus Software Preferred Brands : Quick Heal, Total Security, Kaspersky, McAfee, License for the period of three years Warranty: Comprehensive warranty for 3 years Make of PC: Dell/HP /Lenovo/HCL</p>			
16.	<p>UPS 1 KVA, Internal double battery, Backup 10-15 minute, input voltage: 160-280V</p>		<p>Line interactive or online ups reqd. Battery AH not specified. Backup of 10 - 15 mins. reqd on given load or full load.</p>	<p>After the discussion, following minor amendments have been included: Offline UPS for smart classroom and online for server</p>
17.	<p>Metallic Cabinet/Podium/other arrangement Podium with lockable housing facility for the keep and safety of the desktop/ CPU /UPS /Keyboard /Mouse/remote/stylus. The entire system shall be placed in a single cabinet with floor bearing and floor supported to keep it strong and stable. The tray for the keyboard and mouse is placed high enough for the teachers to reach in ease. The cabinet shall be such that all hardware is placed in it with hidden speaker system concealed wiring.</p>		<p>Cabinet specifications (like dimensions) to be mentioned.</p>	<p>It may be Wall mounted or floor mounted with lockable housing facilities depending upon the size of the CPU and availability of space in the classrooms.</p>
18.	<p>LAN Equipment 24 Port Smart Switch with loop back detection,</p>		<p>What is the reason to ask for smart switch. Also why 24 port. This all will add to the cost. How many points networking</p>	<p>No change. All top brands included.</p>

	24 x 1 CAT6 Patch Panel, RJ-45 connector, I/O box, Necessary electrical items and cables to connect and access device/terminal to desktop computer as per requirement Make of 24 Port Smart Switch: D-Link/DAX/Cisco/HP/HCL		to be done per school. Basis this info, the correct networking schematic can be made. Also do they require rack also. Brands like DAX in no more in India. So choice of Digisol , equivalent brands also should be added.	
19.	AUDIO SYSTEM Description:4.1 Digital Surround system (wall mounted) Make of Audio system: Sony/Phillips/i-ball or similar meets with above mentioned specification		Speakers wattage not mentioned. This info should be added.	The wattage is left to the bidder which may be decided after survey of the location/classrooms. However, it should be audible to the students of the last bench.
20.	INTERACTIVE WHITE BOARD/WHITE BOARD WITH INTERACTIVE DEVICE/WHITE BOARD WITH INTERACTIVE PROJECTOR (With Mounting Kit) Active Size: Minimum 77/78” diagonal or above Technology: Infrared or latest technology* Board surface: Scratch resistant, Solid surface ; maintenance free, Compatible with ink marker, any object touch Aspect Ratio:4:3 or 16:9 or 16:10 Writing Tools: Pen/ stylus/ finger Active Area: Minimum active diagonal length of 2000 mm Resolution:8000*8000 Operating system compatibility: Compatible with Windows XP or higher operating system and compatibility with Linux Operating System* Computer Interface: Standard one USB Power: Through USB Port* Annotation software: Annotation software shall include features like draw, pens, annotate, erase, colour, shapes, sizes, text, edit, fonts, stamp, move, capture picture, video, save, rotate, undo, image gallery, print, floating key-board and background etc. Warranty: Comprehensive onsite warranty for 3		Choice for equivalent brand should be added.	After the discussion, following minor amendments have been included: No equivalent brands will be added. Option : White board with interactive device is deleted. Minimum active diagonal length will be 77”- 1955 mm 78”-1980 mm

	years			
	Make of Interactive Board: Panasonic/Hitachi/Promethean/Smart			
21.	<p>SERVER</p> <p>CPU: Intel Core i7-4770, 3.4 GHz, 8 MB Cache or its higher version or Equivalent rolled over Next Generation Processor.<u>(to be supplied with two processor as standard)</u></p> <p>Chipset: Intel Q8 Series or better compatible with CPU.</p> <p>Motherboard: OEM / Intel Original Motherboard.</p> <p>Memory:8 GB 1600 MHz DDR3 RAM(Expandable up to 32GB)</p> <p>Hard Disk Drive:2 TB</p> <p>Video Controller: To support VGA or above resolution</p> <p>Keyboard:104 Keys OEM English Keyboard (it must have soft keys), same brand as that of PC</p> <p>Mouse: Optical Mouse with USB interface and of brand as that of PC.</p> <p>Ports:6 USB ports or more (at least 2 USB with 3.0), 1 Display Port/VGA port, audio ports for microphone and headphone in front.</p> <p>Cabinet: Mini Tower</p> <p>OPERATING SYSTEM: Windows 8.1, professional or higher/Linux preloaded, as specified with media and Documentation and Certificate of Authenticity</p> <p>DVD ROM: Support 8x or better DVD ROM Drive</p> <p>Networking:10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software</p> <p>Power Management: tracking and security management, remote wake up</p> <p>Screen blanking, hard disk and system idle mode in power on, set up password, power supply</p>		<p>In case of Server, suggested config. Xeon CPU based and not desktop based. For Ups, similar query As mentioned earlier. In case they go for Xeon, then S/w should be Windows Server, else Windows 8.1 or 10 will be provided as asked. Linux version not defined. DVD ROM > DVD-RW will be provided. Brands - HCL to be removed and Acer, Equivalent to be added.</p>	<p>It was decided to go for a single processor with i7 PC to meet our requirement as a server. The tender document is amended to the extent indicated above.</p>

	<p>surge Monitor:18.5' LED backlit display Digital colour monitor TC-05 Certified, same company brand as that of PC. UPS:1 KVA, Internal double battery, Backup 10-15 minute, input voltage: 160-280V Warranty: Comprehensive onsite warranty for three years Anti-virus: For a period of three years Quantity:30 Numbers Make of server: Dell/HP/ Lenovo</p>			
22.	<p>PROJECTOR SYSTEM (ULTRA SHORT THROW INCLUDING INTERACTIVE PROJECTOR) Projection System: DLP Native Resolution: WXGA(1280X800)Brightness 2700 AL or higher Contrast Ratio:10000:1 Aspect Ratio:4:3, 16:9, 16:10 and other prominent Aspect Ratios Lamp Life(Normal/Economic Mode):3500/5000 Hrs. Remote Control: Full Function remote control unit for projector (To be supplied along with the projector) Video compatibility: PAL, SECAM, NTSC, HDTV, DTV. Wireless Connectivity, storage and LAN: Multimedia Projector with wireless connectivity between PC and Projector, Storage media port and wireless LAN connectivity Warranty: Comprehensive onsite warranty for three years Make of Projectors: Dell/BenQ/Canon/Epson/Casio</p>		Lamp life asked is higher. Or they should mention warranty on lamp same as that on Projector unit. Choice for Optoma / Equivalent brands be added.	No change. All top brands are included. Lamp Life is as per our requirement.
23.	<p>PROVISION OF GREEN BOARD Size and compatibility with White Interactive Board With white interactive board, the concessionaire</p>		Ceramic or non-ceramic boards are reqd. Ceramic is costlier but better life than the non-ceramic one. Size not mentioned. Normally 5' x 4' board is provided.	It was decided that the specification of Green Boards will be Ceramic.

	shall also supply 5x4 feet Green Board as a traditional teaching aid. The viewing angle shall be such that students sitting in all corners of the classroom can see what is being written			
24.	LED Display SIT&C of 32"inch LED display including Stand etc. complete as required Make of LED Display: Make of LED Display: Samsung/Sony/Panasonic/LG/Philips		Choice of more brands should be added.	All top brands included in the list.
EXTRAMARKS PVT. LTD				
25.	If the applicant is a 100% subsidiary of any legal entity, then the financial and technical capabilities of such parent legal entity may be considered for purpose of clause 2 and clause 3 above.	Page 35 Section V Point 4	Effective September 2015, Extramarks Education underwent a corporate restructuring exercise whereby the education business was transferred from Extramarks Education Pvt Ltd (EEPL), the initial company to its wholly owned step down subsidiary company, Extramarks Education India Pvt. Ltd (EEIPL). Post the business transfer, the business of Extramarks Education Private Limited is carried out fully by Extramarks Education India Private Limited..Since the education business has been transferred to the Bidder on a "going concern" basis, and also considering that the Bidder entity was specifically incorporated for the purpose of taking over the Business, it tantamount to the Education Business being conducted by Bidder, without any discontinuance and hence meets the duration of operation criteria as specified in clause 1 of the section. If the applicant is a 100% subsidiary of any legal entity, then the financial and technical capabilities of such ultimate parent legal entity may be considered for	After the discussion, the clause will be amended as under: "If the applicant is a 100% subsidiary of any legal entity, then the financial and technical capabilities of such parent legal entity may be considered for purpose of clause 1, clause 2 and clause 3 above." It is also clarified as under: "The expression 'parent company' would include in its ambit ultimate parent company as well, if the 'parent company' itself is a 100% subsidiary of the ultimate parent company, and thereby is governed and controlled by the latter i.e. the defining test would be the chain of control. The financial and technical capabilities of such ultimate parent company will be considered in order to ascertain applicant's wherewithal to execute the project."

			purpose of clause 1, clause 2 and clause 3 above.	
26.	Warranty	Page 51 Clause 25	We have discussed the issue of warranty with various vendors and no vendor is willing to include warranty of projector lamps (in case of lamp blast), batteries of UPS, consumables like wires etc. In case these are to be mandatorily included, this would increase the project cost. Comprehensive warranty will also include cost of any part of computer and server etc. which require repair or replacement due to malfunctioning but will not include requirement of repair or replacement due to physical damage, whether intentional or unintentional, high fluctuations in voltage and cases of lamp blast”.	No change. After the discussion with the Jt. Director (IT) and other firms, it was made clear to the firms that such situations will not be foreseen in NDMC Schools. Hence, there is no need to amend the clause.
27.	The bidder is also bound to make the necessary modification in the Multimedia educational content as per the feedback received from the teachers throughout the contract period.	Page 27 Clause 1.13.11	We would welcome suggestions from all teachers; however it may not be practical to necessarily make all such modifications. We suggest amendment of the clause as under : “All suggestions from the teachers are welcome and would be reviewed and analyzed by the content creation department head of the Bidder for accuracy and relevance. Thereafter, all changes possible and required would be incorporated”.	After the discussion, it is decided that all possible and necessary modifications will be carried out by the bidder on receipt of the feedback from the teachers.
28.	The successful bidder shall not change the legal entity of the company during the contract period without the permission of NDMC. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, NDMC reserves the right to cancel the agreement and the entire infrastructure installed in the School will become the property of the NDMC and no	Page 50 Clause 21	Request you to kindly clarify the restriction, enumerating examples of restrictions to be put in place.	No change. Without prior permission, bidder cannot change the legal entity of the company during the contract period.

	payment due of any kind will be made to the bidder.			
29.	Quantity of Digital content has been taken for 444 classrooms for three years. Initially, the order for Educational Digital Contents will be for a period of one year and based on the performance, it will be extended on yearly basis.	Page 86 Clause 4	Quotation is being asked for 3 years and L1 to be chosen on basis of total bid price. Performance bank guarantee is also to be furnished on basis of total bid price. Accordingly, contract should be for the entire duration of 3 years and this line should be deleted.	After the discussion, it is decided that since the period of contract is for 03 years, hence, the initial order for the Educational Digital content will be for 03 years and performance will be reviewed on yearly basis.
30.	Safety, security, maintenance & insurance of the equipment and infrastructure including cabinet installed at the school shall be responsibility of successful bidder during the implementation of the project. Thereafter, it will be the responsibility of the concerned HoS.	Page 50 Clause 17	To give effect to the above clause, during implementation period, successful Bidder will need to be provided with a room with sufficient storage and locking facility in every school.	Sufficient space will be provided with sufficient storage and locking facility at every locations.
31.	The bidder should be registered under Contract Labour Act 1970. The scanned copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be submitted.	Page 23 Clause 17.30	This clause may be deleted as the Bidder will employ the IT resource executives as regular employees on its payroll and not as contract labour.	In case of regular employee, the bidder will provide the EPF and ESIC Registration number with respect to these employees.
32.	Penalty for failure of equipment(s).	Page 46 Clause 25.3	It would not be practical for any vendor to attend, identify and rectify any failure of equipment within a time period of 24 hours. Accordingly, we propose amendment of the said clause as under : “Whilst the Bidder would take steps to resolve any failure of equipment as soon as possible, penalty on failure of equipment would commence if not rectified within 5 working days from date of intimation of complaint on email”.	No change. This provision has been inserted to ensure that the smart classes do not remain non-functional for a longer duration.
33.	The penalty to be imposed if multimedia educational content remains non-functional for more than 24 hours from the lodging of the complaint.	Page 47 Clause 25.3.4	We propose amendment of the said clause as under : “Whilst the Bidder would take steps to resolve any issue of non functionality of the multimedia content, penalty to commence if the multimedia content remains non-functional for more than 5	No change. This provision has been inserted to ensure that the smart classes do not remain non-functional for a longer duration.

			working days from lodging of complaint on email. Penalty to be restricted to amount payable per day for multimedia content per class as per contract”.	
34.	In case of loss or damage to the products & non-replacement of the same, the security money deposited by the companies will be forfeited by the NDMC.	Page 47 Clause 25.3.7	Security of the equipment is the school's responsibility. Bidder can provide for replacement after lodgement of FIR by principal with help by Bidder if necessary for purpose of insurance claim. In cases of loss of equipment, replacement to be done within 30 days of lodging of FIR by the principal	Please also refer query No. 6. The clause is modified to the extent that amount equivalent to 5 times of the cost of loss or damages of the product and non-replacement of the same, will be recovered from the security money deposited by the companies which shall be replenished by the bidding firm within 48 hours.
35.	Penalty @ Rs 1000/- Per day will be imposed if IT Assistant cum Resource Person remains absent without written intimation.	Page 47 Clause 25.3.8	Request for amendment of the said clause as under : “Penalty if IT Assistant cum Resource person remains absent without email/written intimation to Principal on date of absence and in such case, amount of penalty to be restricted to 1.25 times the amount payable as salary for the person per day”.	No change. This clause has been inserted to ensure that the IT Assistant cum Resource Person doesn't remain absent frequently so that the Smart classrooms do not remain non-operational. There is no need to change the quantum of penalty.
36.	32 inch LED TV - quantities differ in pages 56 and 86. Currently requirement is 30 as per Page 86 and 42 as per Page 56. Please clarify.	Pages 56 and 86		Typing error. Number of LED TVs required is 42.
37.	Requirement of Monitor along with CPU	Page 57 Clause 1(a)	CPU will be for digital class only and cannot be used as desktop by the teacher - hence monitor cannot be fit into the setup or used by the teacher. Accordingly, requirement of monitors to be deleted. Also, we would suggest that the configuration of the desktop may be changed as below to the following – which we are successfully using in all our digital classes pan India.	As per the discussion held in the pre-bid meeting, the monitor may not be so useful and hence, may not be needed in the Smart classroom scenario. However, monitor may be used for establishing virtual computer labs in the respective schools. Hence, No change.

			Suggested specification of server : i3 Desktop CPU/ Tiny Intel Core i3 6th Gen 6100 Processor /4GB RAM Up to 16 GB Upgraded /500 GB HDD/DVD Combo/Giga LAN /MS DOS or windows /HP Key board and HP Mouse/3-3-3 onsite warranty	
38.	Specification of server	Page 58 Clause 5	We have been informed by vendors that this is the configuration for a desktop and not a server, apart from the specs of "two processors". This may be an anomaly as configuration is of High end desktop and two processor is not possible in desktop. We would suggest that the configuration of server may be changed as below to the following – which we are successfully using in all our digital classes pan India. Suggested specification of server : HP ProLiant ML10 v2, Intel® Xeon® E3-1220v3 (3.1GHz/4-core/8MB/69W) 4 DiMMs Slots 4GB RAM 3LFF(3.5inch) Non Hot Plug SATA HP 1TB Non- hot plug LFF SATA HP Smart Array B110i SATA RAID Controller Open Bay 1-Port Ethernet Server Adapter (X2) HP iLO (Firmware: HP iLO 4), DVD-RW 1 x 350 Watts Non-Hot Plug 3Yr. Onsite	After the discussion with JD (IT) and other firms, it was decided to go for a single processor with i7 PC to meet our requirement as a server. The tender document is amended to the extent accordingly.
39.	Warranty on replaced equipment cannot extend beyond period of contract to 60 months and such warranty should be effective till expiry of contract.	Page 33 Clause 4.3		Typing error. Warranty period will be effective till the expiry of contract which is 36 months.
40.	Digital content for the subjects Sociology, Physical Education, Home Science, Painting, Music	Page 9 Clause 8	These subjects may be considered for deletion as digital content is generally not available for these subjects.	No subject is to be deleted. The digital content for these subjects has to be provided by the successful bidder in due course of time.

41.	Learning Analytic	Page 25 Clause 1.5.2	At student level, it is not possible to measure performance unless students use individual tablets and a Classroom Tablet Program is introduced. The tender should specify and guide how individual performance is envisaged to be mapped without individual devices.	Initially, the performance will be judged manually through traditional method of Pen-Paper based on the tailor-made question papers to be made available in the digital content by the successful bidder.
42.	Digital content is created and updated by the company on an ongoing basis and not based on specific work orders. Accordingly, the above clause may be amended as under : “Details of multimedia based Educational Digital content already developed by the Bidder”.	Page 22 Clause 17.20		No change. No difference in the clause and the suggestions.
43.	Provide training on usage of supplied Educational Digital Content, operations of all the hardware installed in the schools to all the subject teachers at the concerned schools and also provide subsequent refreshers training	Page 24 Clause 1.5	Initial intensive 7 day training and subsequent 3 day refresher trainings have already been specified in the tender and should be sufficient. We request that the part "Provide subsequent refresher trainings as and when required" may be deleted.	No change. This is an important part of the project and hence, will not be deleted.
44.	Anti-virus	Page 57 Clause 1(a)	We have been informed by hardware vendors that Anti-virus comes pre loaded with operating software. Accordingly, we suggest that brand of Brand not be specified.	No change. All top brands of Anti-virus have been included.
45.	Please confirm Green Board specification – whether ceramic boards or resin coated boards to be supplied.	Page 60 Clause 7		Green Boards will be Ceramic only.
46.	Please provide the detailed requirements for Project Monitoring Unit to enable us device an appropriate solution.	Page 33 Clause 5		No change. The detailed Scope of Work of the PMU has been specified in the tender document at Para 5 on Page 33.
47.	DESKTOP COMPUTERS FOR CLASS ROOMS/RESOURCE ROOM Is it possible to have classroom desktop PC on	Page 57 Clause 1(a)		No change. Only Window based operating systems of OEM version are required.

	Linux Based Operating system with a graphical user Interface?			
48.	<p>PROJECTOR SYSTEM (ULTRA SHORT THROW INCLUDING INTERACTIVE PROJECTOR)</p> <p>The throw ratio required has not been specified and the given configuration is a very expensive model which will increase the cost of the project immensely. Also, the existing Projector System specification includes Storage media port which is not required.</p>	Page 59 Clause 6	<p>We suggest that the projector specification be changed to that of a Short throw projector, as under, and which is currently used successfully in all digital classes throughout the country and which has been designed for education and IWB.</p> <p>“Projection System : DLP Native Resolution :XGA(1024X768) Brightness :3000AL Contrast Ratio :13000:1 Display Color :1.07 Billion Colors Lens :F=2.6 f=6.9mm Aspect Ratio :Native 4:3 (5 aspect ratio selectable) Throw Ratio : 0.61 Clear Image Size / Maximum Image Size :60"~120" / 300" Zoom Ratio :Fixed Lamp Type :190W Lamp Mode (Normal/Economic/SmartEco/LampSave) : 4500/6000/6500/10000 hours Keystone Adjustment :1D, Vertical +/- 30 degrees Projection Offset :130% ±5% Compatibility :HDTV Compatibility</p>	<p>After the discussion with the JD (IT) and other firms, it was decided to include the following amendments in the specifications of the projector mentioned at Para 6 of the annexure-IIA at page 57 of the Tender: Brightness: minimum 3000AL or higher. HDMI port facility. Throw Ratio: 0.37</p>
49.	Subsidiary of a large organization	Page 64 Annexure III point 10	Subsidiary/step down subsidiary of a large organization	No change. Please refer the reply of Query no. 25
<u>UNEECOPS QUEST FOR EXCELLENCE</u>				
50.	TECHNICAL SPECIFICATIONS OF IT INFRASTRUCTURE Point 1. (c) Metallic Cabinet/Podium/other arrangement	Page 58 Point 1. (c)	The description of the podium should be generic so that more vendors can participate and different solution could be explored & considered.	Please refer to query No. 17.

51.	TECHNICAL SPECIFICATIONS OF IT INFRASTRUCTURE Point 4. interactive White Board/ White Board with Interactive Device/ White board with Interactive projector	Page 58 Point 4	There are many brands available in the market for Interactive Boards other than mentioned here. It is suggested not to mention the brand. Specifications should be matched. All brands offering technically complied products should be considered. DGS&D registered products should also be considered.	No change. All top brands have been included.
52.	TECHNICAL SPECIFICATIONS OF IT INFRASTRUCTURE Point 4. interactive White Board/ White Board with Interactive Device/ White board with Interactive projector Point 6. Projector system (Ultra short throw including Interactive Projector)	Page 58 Point No. 4 & Page 59, point No. 6	Interactive projector will not be required if Interactive board is provided. Hence, it is suggested to have normal projector instead of interactive projector	No change. Either of the two will have to be interactive.
53.	SPECIFICATIONS OF EDUCATIONAL DIGITAL CONTENTS Please clarify whether it is required for English and Hindi or all the subjects	Page 61 clause 14		The medium of the language according to the subject is mentioned in Annexure II (C) of the tender document.
54.	Please clarify if the illustrations of only grammars is required or chapter wise illustrations are required for language subjects	Page 62, Annexure II C; S. No. 2		Illustrations of both grammar and other contents of the textbooks as per the curriculum accepted by NDMC are required.
55.	Payment Terms	Page 43	It is suggested that 70% payment should be paid after the delivery of the hardware. Balance 30% can be released after installation and commissioning.	No change.
DELTA				
56.	Projector: Approved make of Projectors	Annex II (A). RFP Page no. 60 & 61 ITEM no. 6	Delta(Vivitek) - make of Projector is requested to be added in the approved makes list for this tender	No change. All top brands are included.

57.	UPS: No Technology is mentioned which leaves a scope to offer the very old technologies i.e Offline or LI type. This also missed the descriptive specifications which will affect the good SIs who always offer latest technologies in their Solutioning	Annex II (A). RFP Page no. 58 ITEM no. 1(b)	<p>1 KVA, Double Conversion DSP based Online UPS System with 10-15 minutes Backup (External or Internal batteries can be offered), input voltage: 6j5-106V ;must support 06 to 106 @ 56% load, Input PF = 0.98, Output PF = 0.8. LCD display(Battery test facility on LCD desirable) , ECO mode, USB port, efficiency (AC-AC) upto 92% along with SNMP card, Intelligent battery Management are other desirables</p> <p>Remarks: Offline or LI are the technologies which does not provide the "Clean Power" which is must to feed to any Smart Class component like PC/Server/Projector/ CCTV camers etc (Nowadays mostly the Smart Class tender are coming-up with "Online Technology" e.g are recent tenders from Maharastra/Jharkhand State Education etc)</p>	Pl refer to the query no. 16.
58.	UPS: No Make of UPS System is mentioned as mentioned in the RFP for Server/PC/Projectors etc	Annex II (A). RFP Page no. 58 ITEM no. 5	<p>Approved Makes in other projects of NDMC including Delta can be specified</p> <p>Remarks: UPS System being the critical Power Source & hence makes of UPS Systems shall also be mentioned</p>	Pl refer to the query no. 16.
59.			<p>Alternative suggestions:</p> <ol style="list-style-type: none"> 1. The battery type shall be asked of most advanced Li-Ion type batteries to be inbuilt in "Composite Cabinet with the UPS System". 2. These Li-Ion batteries has the advantage of getting charged in 2-3 hours(after consuming the stored back-up). 3.These Li-Ion batteries can remain without charging(for more than 5-6 months) / during the Summer vacation or 	Very high end UPS not suited for our requirement.

			<p>any long duration (whereas a 12V SMF battery gets damaged once it is out from the live circuit for more than 1-2 months time.</p> <p>4. These Li-Ion batteries works in 40-45 deg temp without any uration (where 12V SMF batteries gets derated w.r.t life & capacity with every rise of temp by 1 deg, above 25 deg C(designed life))</p> <p>5.The UPS System with Li-Ion batteries has a X-mer at the input which gives the true protection for the load</p>	
OMNE AGATE SYSTEMS PVT. LTD.				
60.	Specification of the Module of the Educational Digital Contents & Software of the Smart Classrooms (Multimedia based Educational content)	Page 27 clause 1.13	<p>Supplying Educational Digital content incorporating new topics in case of change in Syllabus, will involve huge content development from the scratch.</p> <p>This is not quantifiable and hence costing becomes difficult.</p> <p>Please elucidate this point.</p>	No change. No major modifications take place in the syllabus every year. Only minor changes occur which need to be taken care of by the bidder during the contract period.
IL&FS EDUCATION & TECHNOLOGY SERVICES LIMITED				
61.	The cost of the tender of Rs. 5,000/- (Rs. Five Thousand only), which is non-refundable, along with the Earnest money of Rs. 22,00,000/- (Rupees Twenty Two Lakh only) will have to be deposited separately in the form of Demand Draft/Banker's Cheque	Page-10, Section-II, Clause-5	We request the department that in case of EMD, kindly accept Bank Guarantee as well along with Demand Draft / Banker's Cheque from any Scheduled / Nationalized Bank	No change. In case of EMD and cost of tender, only demand draft and Banker's cheques are acceptable.
62.	NDMC shall consolidate all clarifications sought for by the various Bidders and clarify the same five days prior to the Submission of Bids. No clarification shall be entertained thereafter.	Page-16, Section-III, Clause-4.5	We request the department to give at least 7-10 working days after issuing clarifications for submission of Bids, Since it requires adequate time to prepare the response after any amendments in the tender.	Clarification will be uploaded on the website as early as possible giving 7-10 days time.
63.	The cost of training and other expenses relating to the training, if any, will be borne by the successful bidder and NDMC will not bear the	Page-31, Section-IV,	We request the department to clarify that TA/DA of teachers are not covered under the training days.	No TA/DA of teachers will be paid by bidder.

	training cost in any manner.	Clause-2.1.3		
64.	REFRESHER TRAINING: The successful bidder will also provide 2 days refresher training of teachers on quarterly basis for the period of contract. Date, Time and venue of training will be finalized by the Director (Education)/Principals	Page-31, Section-IV, Clause-2.3	In Pg-25, Training Requirements table says 3 days of refresher training. We request the department to kindly clarify the above clause.	Refresher Training will be of 02 (Two) days.
65.	The successful bidder will be required to provide 03 (three) IT Assistant cum Resource Persons (full time) to coordinate, implement and to provide regular feedback and reporting regarding the Smart Classrooms installed in NDMC Schools	Page-31, Section-IV, Clause-3.1	In Pg-26, Clause 1.2 says 'For onsite warranty of the hardware 2 (Two) resident engineer will remained stationed in designated NDMC School or site'. We request the department to kindly detail out the total number manpower required in the project viz. IT Assistant cum Resource Persons & Resident Engineer.	03 IT Assistants cum Resource person are being hired by the department whereas two Resident Engineers are required for resolving complaints received by the schools. The two service engineers will be provided by the bidder for operation and maintenance of the equipments and are covered under comprehensive warranty.
66.	Educational Qualification for IT Assistant cum Resource Persons: Minimum one year experience in handling Smart classrooms equipment (including Hardware and Software)	Page-32, Section-IV, Clause-3.3.2	We request the department to kindly accept the eligibility to be Minimum one year experience in handling Smart classrooms equipment / IT or Computer Lab equipment.	No Change. We require the IT Assistants cum resource person to be experienced enough in handling the smart class rooms.
67.	Duties & Responsibility: Modification to be done in the classroom for successful installation of hardware equipments in the Smart Classrooms	Page-34, Section-IV, Clause-6 (2)	We request the department to kindly clarify the term 'Modification to be done in the classroom' if any paint work need to be done in the classroom.	No Change. Minor modification in classrooms of the schools may be required during the installation of the Smart class rooms. Minor paint work may be needed to give an aesthetic look to the smart class as a whole.
68.	The bidding firm should not have incurred any loses in more than two years during the last five years ending 31st March, 2015 and should have a positive net worth during the last three financial years.	Page-36, Section-V, Clause-7	We request the department to revise the clause and let the eligibility of the bidder to be profitable in the last three financial years. This will let only qualified, experienced and quality bidders to partake in the tender. The revise clause should read as: 'The bidding firm should be	After the discussion, the clause will be amended as: "The bidding firm should not have incurred any loses in more than three years during the last five years ending 31st March, 2015 or should have a

			profitable and should have a positive net worth during the last three financial years'	positive net worth during the last five financial years."
69.	Implementation Schedule	Page-42, Section-V, Clause-17	We request the department to kindly revise the implementation timeline as it requires adequate time for School survey and delivery of required infrastructure for implementation etc. The revised timeline requested are: 1. 60 days for 111 Smart Classrooms 2. 75 days for 222 Smart Classrooms 3. 90 days for 333 Smart Classrooms 4. 105 days for 444 Smart Classrooms 5. 120 days for Establishment of Server, Networking and Training	No change. There is sufficient time between the award of the work and the start of the project.
70.	The payment for the educational digital contents and IT (Resource Persons) will be released on half yearly basis.	Page-43, Section-V, Clause-18.2	We request the department to kindly revise the payment term of IT resource to be quarterly basis as 6 months is a long duration.	After the discussion in the Pre-bid meeting, it has been agreed to that the payment terms of IT Assistant cum Resource Person will be on quarterly basis. The tender document is modified accordingly.
71.	Penalties: No computer system (CPU, monitor, keyboard, mouse, speakers, UPS) or ultra short throw Projector or Interactive White Board or Integrated Computer Projector, security cameras and components of security camera system installed in the smart classrooms and elsewhere shall be down for more than 24 hours continuously from the date of the lodging of complaint	Page-46, Section-V, Clause-18.2	We request the department to kindly revise the SLAs and allow it to respond to the downtime to at least 72 working hours from the date of the lodging of complaint.	No change. This provision has been inserted to ensure that the smart classes do not remain non-functional for a longer duration.
72.	Interactive White Board/White Board With Interactive Device/White Board With Interactive Projector (With Mounting Kit)	Page-58, Annexure II(A), Clause-4	We request the department to kindly consider one more option of "Integrated Computer Projector" in the existing IT Infrastructure as mentioned in Clause-4; As it has a similar yet advanced and enhanced output as compared to other items in this clause. An Integrated Computer Projector combines the utility of a Computing	No change.

			<p>System, Projector, Large Screen TV, Audio System and a multimedia infotainment tool.</p> <p>Taking into account the utility of such device in education delivery, by being an All-in-one, portable and easy to use device; and also understanding the latest trends observed in recent IT Infrastructures Tenders for Govt. Schools in states like Maharashtra, Odisha, Bihar and Himachal Pradesh.</p> <p>Such device doesn't only reduces the capital and operational expenses by doing away the need of buying a separate Computer, Projector and an interactive whiteboard but it also offers ease of use and portability for a teacher. [Technical Specification Enclosed as Annexure]</p>	
<u>BRIO INTERACTIVE TECHNOLOGIES PVT. LTD.</u>				
73.	The requirement stated is Metallic cabinet / podium /other arrangement ---the Primary purpose of this is the safety of the equipment .If it is floor bearing as per Annexure VIII , this will hamper the movement of the teacher and restrict the free movement .It will come in between the wall where board is installed and from where the teacher is .	57-Tech Spec-1c	<p>Under other arrangement --Cabinet should be given the option of floor based / wall based since that will keep the floor area clear and allow free movement of the teachers and also host the PC and speaker in secured cabinet .</p> <p>It should be open option for wall based / floor based but meet the criteria of safety and security and should be lockable.</p>	Please refer Query No. 17
74.	UPS should be in the cabinet		UPS should be in separate cabinet which can be wall mounted or floor based. It should again be open option of wall based cabinet or floor based.	No change at this stage. May be considered at the time of the presentation by the Technically qualified bidder.
75.	4:1 --Requirement stated as wall mounted . And under 1© -metallic cabinet you have submitted the requirement as "cabinet shall be such that all hardware is placed in it with hidden	58-(3)Audio sys-	It should be left to option of external since it is a 4:1 external surround system and should not be hidden or else it should be the criteria of Watts like 40 watts which is	No change at this stage. May be considered at the time of the presentation by the Technically qualified bidder.

	speaker system “		sufficient for a class room size of 15* 20 that can host 40-50 students	
76.	You have specified few Brands for the board – Why rather the brand and not the technical criteria core consideration ??	58- Interactive Board	You have explained the technical specifications required so the make should be considered as equivalent and not be specified, as has been done for Interactive Device and many other products in the tender .	No Change. All top brands have been included.
77.	The Bidder should have self developed Audio – Visual content and under Page 82 sec 10 – if the Contractor is a partnership or consortium Does this implies that the Bidder has to be primarily the Content developer but can work in consortium with other companies for hardware sourcing and other related requirements ???	Page 35-(5)	If content provider can work in consortium and quote, the similar should hold true for the other interested parties and should be allowed to participate in consortium with the Content developers and be the Prime bidder . However , The bidders should meet all the terms laid down as per the tender pre-requisite and have similar experience of execution of Interactive class rooms as specified in the tender .The bidder should have installation base / Purchase orders of Hardware equivalent to the specified quantities as per your Tender Pg no 35 and if the prime bidder is content developer he should have delivered content course to the numbers specified and that should meet the criteria for the participation	No change. This is the standard format of the Integrity Pact. However, it is clarified that for the purpose of this project, no consortium will be allowed for bidding for the project.
78.	Digital content should support seamless inter-operabilty –Win / Android.	35-(6)	When under Pg 57 –Technical specs it has been specified Win 10 and above, than portabilty on Android base !!	No Change. In future, tablets may be introduced which require android base.
HP Inc.				

	Description	Page and point no.	Query	Decision
79.	Operating System: Windows 10 and above	57 Annexure II (A)	Request you to please specify the exact flavour of Windows 10, i.e. Single Language/Professional.. Also confirm that OEM version Preloaded is required	Refer to query no.15.
80.	OPERATING SYSTEM Windows 8.1, professional or higher/Linux preloaded, as specified with media and Documentation and Certificate of Authenticity	58 Annexure II (A)	Request you to please specify one option i.e. either Windows or Linux preloaded as both OS are entirely different both technically and commercially.	No change. Only Windows based operating systems of OEM version is required. (refer query no. 47).
81.	Hard Disk Drive 2 TB	58 Annexure II (A)	Request you to please amend it to 1 TB 7200 RPM HDD as 1 TB is enough for storage of Class room Content	For the Classroom Scenario, HDD is 500GB and 2 TB for server only
82.	Reputed and experienced Indian companies who have adequate and sound knowledge of developing Educational Digital Content, setting up of Smart Classrooms, supply of IT infrastructure and & have installed their Smart Classroom products in Govt. & Govt. Aided schools/Institutes & private schools/Institutes during the last seven (07) years.	35 Sec V (1)	1) We request to allow bidding by a consortium, where the experience and documents of any of the consortium members can be used to fulfill the eligibility criteria and technical evaluation criteria. 2) We propose for a maximum of 3 partners be allowed to submit the consortium bid. Each Partner of the Consortium will be fully liable for its own scope of work, roles/responsibilities, risks and liabilities in the performance of its scope of work as detailed in the Consortium Agreement.	No change. It is clarified that for the purpose of this project, no consortium will be allowed for bidding for the project.

83.	All offered Digital contents should support seamless interoperability among all operating systems including windows, android and cloud based web applications. There should be no compatibility problem/issues among the supplied products, software and components etc. The bidders should submit an undertaking to this effect.	35 Sec V (6)	We request to remove 'android', as this is not in scope of supplied materials.	Please refer query No. 78.
84.	18.1 100% payment of Hardware cost will be released after successful supply, installation and commissioning of the Hardware required for the Smart Classrooms after deduction applicable TDS/VAT/Education Cess taxes etc. 18.2 The payment for the educational digital contents and IT (Resource Persons) will be released on half yearly basis.	43 point no. 18	1) The RFP does not specify the Payment period, i.e. the time taken by Purchaser to release Payments after vendors submits the Invoice and all supporting documents. We request to include a Payment period of 2 to 3 weeks from the date of submission of Invoice and supporting documents. 2) We understand the bill submission and release of payment will be from a single centralized location. Kindly confirm.	The payment will be released within two weeks after submission of the bill by the bidder from a single centralised location.
85.	1) If any part of the service in respect of the work assigned and undertaken by the successful bidder for which this contract is being entered into is not rendered or delivered in time , NDMC shall be entitled to levy and recover Liquidated damages/penalty @ 0.5% per week or part there of the delay subject to a maximum of 10% of the cost of the work delayed . 2) 25.2 Penalty for delay in execution of scheme: 25.2.1 If the installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 0.5% per week with the maximum of 10% of the total value for the amount of contract will be levied for a maximum period of 5 weeks in the	43 point no. 20 & Page 45 point no. 25.2	1) Kindly confirm that the LD/Penalty of 0.5% to a max of 5% given in Clause 20 and Clause 25.2 are same, and not two different LD/Penalties. 2) The minor penalty of Rs. 500/- per day as specified in Clause 25.2 has no cap specified. We request to specify a cap of 10% of the cost of the work delayed , for all LD/Penalties due to delay in delivery and installation. 3) The clause on minor penalty in Clause 25.2 mentions that "This penalty provision will also be applicable during the AMC period" . We request you to remove this as this penalty is for delay	No change. The penalty clause mentioned at Para 20 is a general clause which has been elaborated in para 25. Both the penalty clauses are applicable for the entire period of contract and for different stages of the project which includes installation, commissioning, operation and maintenance of the project for 3 years.

	extreme circumstances apart from the minor penalty provision stated below: "If the successful bidder fails to perform as per the agreement, a penalty of Rs. 500/- per day per class will be imposed and the continuance of non-performance for more than 20 classes continuously for 3 or more days , the extreme penalty @ of 0.5% per week with the maximum of 5% of the total value for the amount of contract will be levied for a maximum period of 5 weeks. This penalty provision will also be applicable during the AMC period. "		delivery/installation (not AMC).	
86.	Penalty for failure of equipment(s):	46 point no. 25.3	The Penalty for failure of equipment(s) during Warranty/Maintenance period is not capped. We request to cap the aggregate penalty during Warranty/Maintenance period at 5% of contract value.	No Change. When the clause 25.3.1 for penalty for failure of equipment is read with 25.3.6, the maximum penalty which will be imposed for the failure of equipment is for 22 days.
87.	For downtime beyond 24 hours, the penalties will be imposed as under:- - No. of working Day in which system is not working: 01-02 days: Rs. 500/- per class per day - No. of working Day in which system is not working: 02-05 days: Rs. 1000/- per class per day - No. of working Day in which system is not working: 06-15 days: Rs. 1500/- per class per day	46 point no. 25.3	We request to amend the penalties as below: - 01-02 days: Rs. 200/- per class per day - 02-05 days: Rs. 300/- per class per day - 06-15 days: Rs. 500/- per class per day	No Change.
88.	If the bidder fails to complete other liabilities covered under the scope of work in a school with in a stipulated period as mentioned in implementation schedule, the penalties will be	47 point no. 25.3.10	We request to remove Clause 25.3.10, as this relates to delay in Implementation, which is already specified in Clause 20	No change.

	imposed.		and 25.2.	
89.	Completion of work upto the satisfaction of NDMC: Timeline - Establishment of 111 smart classrooms including CCTV cameras and LED TV: 45 days from the date of signing of contract.	42 point no. 17	We request to increase the implementation period for the first phase of 11 smart classrooms to 75 days.	Please refer query no. 69.
90.	In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.	17 point no. 7	We understand that the Bidder may execute the scope of work through its own authorized partners, however Bidder will directly responsible to Customer for all obligations. Kindly confirm.	Under the contract of this project, the bidder may execute some of the scope of work through its own authorized partners; however Bidder will be directly responsible to Customer for all obligations.
91.	In case of a default on contractor's part or other liability, NDMC shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which NDMC is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contractor to claim), the companies shall be liable for not more than payments referred to in the Patents and Copyrights section below: - Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and - As to any other actual damage arising in any situation involving non-performance by contract or pursuant to or in any way related to the	44 point no. 21	We request to kindly clarify further on the Limitation of Liability terms. We understand the vendors aggregate liability will be not more than payments payable by Customer to Vendor for the relevant Order. Kindly confirm. We request to add below terms: - Neither Purchaser nor Supplier will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the	No change. These are standard terms & conditions for liability and hence, there is no need for change.

	<p>subject of this Agreement, the charge paid by NDMC for the individual product or service that is the subject of the claim.</p> <p>- The successful bidder will be liable for licensing fee of operating system like Windows, Annotation Software, Antivirus and other software required for functioning of the Smart classrooms.</p>		<p>Agreement; nor any liability which may not be excluded or limited by applicable law.</p>	
92.	<p>The bidder shall provide spares and necessary support to NDMC, on technical issues for all hardware equipment's. These include full guarantee as well as warranty for one year & also quote the rate of comprehensive maintenance (with all spares) for succeeding two years.</p>	<p>26 point no. 1.10</p>	<p>We understand that the bidder is required to quote with 3 years warranty, and not 1 year warranty with 2 years AMC. Kindly confirm.</p>	<p>The bidder will have to quote the rates of hardware equipments with 3 years comprehensive warranty.</p>
93.	<p>The successful bidder will maintain at least 2% spare parts at the designated NDMC School or site so that the parts can be replaced immediately. For onsite warranty of the hardware 2 (Two) resident engineer will remained stationed in designated NDMC School or site.</p>	<p>26 point no. 1.12</p>	<p>We understand that the requirement is for a total of 2 (Two) resident engineers and 2% spares which will be provisioned in one centralized location (not in all the schools). Kindly confirm.</p>	<p>The requirement is for a total of 2 (Two) resident engineers and 2% spares which will be provisioned in one centralized location designated by NDMC in consultation with the bidder.</p>
94.	<p>All the power point fittings need to be repaired/ replaced, as per the requirement which will arise during the contract period. During rectification/ repair of any equipment, the bidder will install a new equipment of same or higher configuration till the repaired equipment is received and installed. The bidder is allowed to take away the faulty equipment after replacement with a new one of same or higher configuration.</p>	<p>48 point no. 25.3.11</p>	<p>We request that the Standby is provided only if the repair/replacement is delayed beyond 5 days.</p>	<p>During the period of repair/replacement, the new equipment of same or higher configuration will be needed immediately after the power point fittings or equipments are sent for repair/replacement for smooth functioning of the classes.</p>
95.	<p>1) PROVISION OF 03 IT ASSISTANTS CUM RESOURCE PERSONS: The bidder will provide</p>	<p>38 point no. 6 and</p>	<p>Kindly clarify if the 2 resident engineers required as per Page 26, Clause 1.12 is</p>	<p>Please refer query no. 65.</p>

	<p>03 IT Assistants cum Resource Persons for the entire period of contract of three years as per the agreed terms.</p> <p>2) The successful bidder will maintain at least 2% spare parts at the designated NDMC School or site so that the parts can be replaced immediately. For onsite warranty of the hardware 2 (Two) resident engineer will remained stationed in designated NDMC School or site.</p>	page 26 point no. 1.12	separate from the 3 IT assistants cum resource persons required in Page 38, Clause 6	
96.	2) Note regarding Resource Persons: Provision of three IT Assistants cum Resource persons for three years to be provided by the successful bidder for the work as specified in the tender document. The services will be utilised for 10 months in a year inclusive of all taxes.	86 point no. (B)	Kindly clarify why the services are considered for 10 months in a year. In which 2 months the resources will not be required?	Only 10 months are the working months for schools. In the months of May and June Schools are closed for one and half month for Summer Vacations and 15 days for Winter Vacations during December/January.
97.	The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case. NDMC shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.	20 point no. 16.7	We request to specify the minimum quantity which can be given to a bidder.	It has been decided to delete this clause along with clause No. 16.8 as it has been decided to go for a single vendor for the project.
98.	The technical Specification for establishing Smart Classrooms including CCTV cameras and 32 inch LED TV as per Annexure - II(A) and providing licensing of digital Content, as per Annexure - II(B) shall be valid for three years from the date of commissioning of the Smart Classrooms for which an agreement as per Annexure-VI, shall be signed with the successful bidder. NDMC reserves the right to extend the	16 point no. 3.8	We understand that any extension will be with mutual agreement with Vendor. Kindly confirm.	Bidders will be consulted for extension of the contract.

	Contract at its sole discretion and requirement.			
99.	I/We undertake and confirm that eligible similar work have not got executed through another contract on back to back basis. Further that, if such a violation comes to the notice of the Department, then, I shall be debarred for bidding in NDMC in future, forever. Also, if such a violation comes to a notice to the department before date of start of work, the NDMC shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee (Scanned copy to be uploaded at the time of submission of bid.)	21 point no. 17.15.	This term is not clear. We understand that the bidder is required to have experience of similar work. Request you to kindly clarify. As in most IT projects, the Bidder may execute the scope of work through its own authorized partners, however Bidder will directly responsible to Customer for all obligations. Kindly confirm.	The bidder will have to give an undertaking that the similar work has not been executed through another contract on subletting basis.
100.	1) Each bidder will quote prices of all the items mentioned above inclusive of all applicable taxes. 2) BID VALIDITY: The bid offered shall be valid for a period of 180 Days from opening of the technical bid. 3) The rate quoted will have the validity of 36 months from the date of signing of the contract and no escalation to the rates quoted shall be permitted.	86 point no. 1, page 42 point no. 16.4 and page 38 point no. 2	We understand that any new taxes or change in rates of taxes (sales tax, service tax, local levies etc.) will be to the account of the Purchaser. Kindly confirm.	All bidders will quote prices of all the items mentioned in the tender document inclusive of all government applicable taxes. In case of any increase in rate of taxes in future, it will be borne by the NDMC.
101.	Self attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company/Society.	20 point no. 17.7	As the Bank statement is a confidential statement of the company, we request to replace this with the company's financial statements and the Solvency certificate requested in Clause 17.29.	After the discussion with the Accounts Department, this clause is amended to the extent that the bidder will submit self attested copy of their audited financial statements and the solvency certificate.

102.	Liquidated damages will be recovered from the Bank Guarantee or from any sum that may become due to the companies out of this contractor any other contract with Director (Education), NDMC.	43 point no. 20.2	We request that any recover and dues be limited to the relevant contract only. Kindly confirm.	Any recovery and dues regarding liquidated damages are limited to the relevant contract only.
103.	To participate in e-tender in NDMC, registration with application service provider (ASP) of NIC (Room No.129, Opposite Syndicate Bank, Delhi Secretariat, GNCTD, I.P. Estate, and Delhi - 110113) is mandatory.	11 Sec-II (10)	Kindly provide the contact details and process for this registration.	The bidder may contact the application service provider of NIC directly at the given address.
104.	4) 2.5 The EMD will be forfeited at the discretion of, NDMC on account of one or more of the following reasons: 2.5.1 The Bidder withdraws their Bid during the period of Bid validity. 2.5.2 Bidder does not respond to the requests for clarification of Bid. 2.5.3 Bidder fails to co-operate in the Bid evaluation process. 2.5.4 Bidder is found to be engaged in corrupt/fraudulent practices. 2.5.5 In case of a successful Bidder, the said bidder fails: 2.5.5.1 To furnish Performance Bank Guarantee or, 2.5.5.2 To sign the agreement in time, 2.5.5.3 Failure to execute the contract as per terms and conditions stipulated in the tender documents. 2.5.6 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD. 2.5.7 If the bid is not in conformity	10 Sec-II (5) and page 14 point no. 2	We understand that in case the bid submitted by bidder is not in full compliance with the instructions/provisions/terms and conditions mentioned in the tender document, the Purchaser can reject the bid of the bidder, but EMD should not be forfeited. Kindly confirm.	No change. These are standard terms & conditions of tender process.

	with the instructions mentioned in the tender document. 2.5.8 If the bidder violates any provision of the terms and condition of the tender document. 2.5.9 Refusal by the tenderer to accept an arithmetical error or otherwise appearing on the face of tender;			
105.	In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitrator, as appointed by the Chairperson, NDMC under whose jurisdiction NDMC falls. The award of the arbitrator shall be final and binding on both the parties.	44 point no. 22	We request for the Arbitrator to be appointed on mutual consent.	No change being a standard process.
106.	1) TERMINATION OF CONTRACT FOR DEFAULT: In case of termination of contract, entire infrastructure like instruction material, software, hardware, furniture and site installations etc. will become the property of the NDMC. No compensation/payment of any kind shall be made to the bidder. Also the Performance Bank Guarantee submitted by the bidder will be invoked by the NDMC. 2) TERMINATION FOR INSOLVENCY: In case of the termination of the contract, no compensation shall be due to the bidder and the entire infrastructure like instruction material, software, hardware, furniture, books and site installations etc. would become the property of NDMC.	48 point no. 26.14	We understand that in case of Termination, the Purchaser make payments for the scope of work already completed by the vendor till effective date of termination. Kindly confirm.	No payment due to the contractor will be released on termination of the contract for default.

Note: All the bidders are requested to submit the hard copies of the technical bid documents along with the softcopies in a separate cover at the time of submitting the EMD.

The tender document is amended to the extent indicated in the reply to the queries.

The tender document is further revised to the extent that the last date for submission of bids has been extended from 23rd May, 2016 to **9th June, 2016.**

Director (Education)