

Scope of Work Document

**GEM bid for Supply of Materials
in KGBV Hostels of District MANDSAUR**

**District Education Office
District- MANDSAUR, Madhya Pradesh**

**GEM Bid for material supply in total 02 KGBV Hostel across District-
MANDSAUR, Madhya Pradesh including Supply of material, including Functional
Training and Maintenance of the Systems on behalf of District Education
Office- District- MANDSAUR**

1. Introduction

In kgbv (IV) hostels, solar heating system, roti maker, beds and mattresses are to be purchase under furniture and equipment (including kitchen) and bedding. For this, purchase action has to taken through gem portal.

2. Contact Details

Bidder shall submit their bids on GeM portal.

1.	Contact Person	Name: Lokendra Kumar Dabhi Designation: Incharge District Education Officer Office Name: District Education Office, Mandsaur Office Address: Near Collector Campus, Sushasan Bhavan, Rewas Devra Road, Mandsaur Email: deomas-mp@mpnic.in Phone no: 9424019767
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3. Earnest Money Deposit (EMD)

3.1. EMD Amount is as mentioned in the GEM Bid.

3.2. Bidders who are registered under MSME categories related to EMD exemption are exempted from submitting EMD. For the same, bidder has to furnish the certificate issued by Ministry of Micro, Small & Medium Enterprises for registration under MSME category.

3.3. Bidder has to submit the scan copy of the proof of EMD in their technical bid and submit the original copy in office on or before 3 days from the date of bid closing.

4. Performance Bank Guarantee:

Performance Bank Guarantee (PBG) is 2% as mentioned in the GEM Bid.

5. Eligibility Criteria

5.1. Eligibility Criteria for the bidder:

5.1.1. The Bidder shall be a legally registered entity in India and shall have been in operation for at least two years as on last date of bid submission. Certificates of incorporation/ Registration Certificates along with relevant legal document

5.1.2. The Bidder must have average annual turnover of Rs. 142 Lacs in last three financial years. The copies of Audited Annual Accounts/Statutory CA Certificate for

last three years shall be uploaded along with the bid.

- 5.1.3. Positive Net Worth Certificate of the Bidder On the Letter head of Registered Chartered Account.
- 5.1.4. The Bidder Must Submit The Copy Of GST Registration along with latest 06 Months GST Return.

5.1.5. **Bidder should have**

- a) **One project** of similar nature costing not less than the amount equal to Rs 22.62 Lacs – Rs 28.28 Lacs.
- b) **Two projects** of similar nature costing not less than the amount equal to Rs 14.10 Lacs – Rs 17.00 Lacs.
- c) **Three projects** of similar nature costing not less than the amount equal to Rs 11.30 Lacs – Rs 14.10 Lacs.

Supporting Document : Copy of work orders/Contract & Client Certificate - performed for similar type of works .

- 5.1.6. Bid Specific Ink Signed MAF required on OEM letter head with current date of bid with proper Name , email id , designation & contact number in the certificate. For Confirmation Email about MAF from OEM(OEM E mail Id to this office Email ID)
- 5.1.7. The bidder must have **one office in Madhya Pradesh**. Please upload the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/ Lease agreement. In case, bidder does not have office in MP, bidder should give undertaking to open office in MP within 30 days from the date of contract.
- 5.1.8. The bidder must submit an undertaking that they have not been black listed/ debarred by any state government / central government / PSU in last three years as on last date of bid submission. Undertaking on the 100 Rs. Stamp paper duly Notarized that the firm has never been blacklisted/barred (temporary or permanent) and disqualified by any state government / central government / PSU undertaking in India needs to be furnished.
- 5.1.9. **No Deviation Certificate**: Bidder should submit the undertaking of No deviation for the Technical Specifications ask in bid.
- 5.1.10. Bidder has to submit valid ISO 9001-2015 for Quality Management System certificate.
- 5.1.11. The Bidder must submit their valid **PAN, GST** Registration Certificate.
- 5.1.12. **Consortium** in any form will not be permitted.

5.2. Eligibility criteria for OEM:

5.2.1. Bidder should quote Solar Heating system, Roti maker, palang and mattress from those OEM who have average annual turnover as below globally during each last three financial Years:-

OEM of Solar Heating system	Rs. 3 Cr or more
OEM of Roti maker	Rs. 3 Cr or more
OEM of palang	Rs. 1 Cr or more
OEM of mattress	Rs. 1 Cr or more

5.2.2. OEM of any component should not be blacklisted/debarred by any state government/ central government / PSU in last three years as on last date of bid submission.

5.2.3. The Original Equipment Manufacturer (OEM) of the products quoted against this bid should be ISO 9001:2015 or higher Process Certified OEM for manufacturing.

5.2.4. OEM of Solar heating system and Roti maker should have working Service support mechanism to support the services under warranty period. Service setup details on OEM letter head/ OEM Undertaking should be duly notarized on Stamped paper should be submitted by bidder in technical bid.

5.2.5. The said project is to be delivered on turnkey basis by the OEM authorized bidder.

5.2.6. Notarized Power of Attorney (PoA- from OEM to authorize their representative) to Sign the MAF, undertaking as asked in the bid need to be submitted. Without PoA, technical bid will be rejected.

5.2.7. OEM of Rotimaker and SWHS should have registered service branch / office in MP since last 3 years. Submit the supporting document along with technical bid. In case, OEM does not have office in MP, OEM should give undertaking to open office in MP within 30 days from the date of contract.

5.2.8. OEM of Rotimaker should have Provide HACCP, ROHS certificate. OEM of Bed & mattress should have Provide Greenco certificate.

5.2.9. OEM of Rotimaker & SWHS should have to give an undertaking that if the machine breaks down, it will be repaired and put into operation within 48 hours.

5.2.10. OEM of Rotimaker & SWHS should have provide Demo Video before Technical Evaluation of the Bid.

5.2.11. OEM of Bed & Mattress should have provide sample Piece before Technical Evaluation of Bid.

Note: In GeM bid, Eligibility Criteria i.e. bidder/OEM experience criteria, Bidder/OEM turn over criteria, technical specification of hardware etc...are not mentioned, however bidder & OEM of the quoted product must meet eligibility criteria, technical specification as mentioned in this document only & Eligibility Criteria & technical specification as mentioned in this document will be final and considered for evaluation.

6. Service Level Agreement (SLAs)

SLA as per **Annexure - A** is to be signed between District Education Officer MANDSAUR and successful bidder on notarized Stamp paper of Rs. 500.

Note: Go Live Date is actual start date of project which will be next day after the installation & commissioning is completed in all Hostels of the district.

7. Per Hostel – Bill of Materials

7.1. Per Hostel Bill of Material and total quantity of the items are as below:

Sr. No.	Name of Hostel	Qty. of Solar Heating System	Qty. of Roti maker	Qty. of Plang	Qty. of Mattress
A	B	C	D	E	F
1.	KGBV Girls Hostel BABULDA	4	1	50	50
2.	KGBV Girls Hostel GAROTH	4	1	50	50

- **The bidder has to quote only one make and model against each item.**

7.2. All bidders/OEMs who are bidding, the responsibility of applicable GST will be of bidder/OEM only as per the category of the product & applicability of GST rate. Dept. will not take any responsibility OR make any additional payment if any tax liability arises. Bidders are required to submit undertaking letter for the same along with technical bid.

8. Technical Minimum Specifications of Solar Heating System, Rotimaker, Palang, Mattress

Bidder must quote/offer product with min. specifications as mentioned below only and evaluation will be carried out on following specifications:

8.1. Specification of Solar Water Heating System (with Complete Installation+PIPE+Transpotation)

S.NO.	Features	Min. Required Specifications
1	Capacity in LPD	500 LPD, ETC
2	TECHNICAL REQUIRMENT OF SWHS	The Solar Water heating system should be in accordance with the standards set by MNR in their office Memorandum no F. No.313-12/05/2019(R&D) (Standard & Quality Control division) 26 March 2019 subject Quality Control Order on Solar Thermal Systems / Devices/ Components Goods. (Attached with this SOW in Page no. 10-15)

3	Solar water heating system shall comprise of following main componets	<ol style="list-style-type: none"> 1. Solar collector. 2. Storage Water Tank. 3. Frame/Stand for Collector and Tank. 4. Insulated Hot water pipelling connecting tank outlet to Inlet of beneficiary. 		
4	CPVC Pipes Specification	Dimensional details of SOR 11 (Class 1) CPVC pipes as per IS 15778 and as per ASTM D2846 Sizes Pressure @ 27° C = 28.17 kg/cm ² and @ 82° C = 6.93 kg/cm ²		
		Nominal Size		Pipes outer Diameter
		Inch	mm	Mm
		½	15	15.90
		¾	20	22.20
		1	25	28.60
		1¼	32	34.90
		1½	40	41.30
	2	50	54	
5	Warranty	3 year or above		

8.2. Specification of Rotimaker (with Installation+ Transportation)

S.NO.	Features	Min. Required Specifications
1	Capacity	400 to 500 RP HR
2	Power Supply	230 Single Phase
3	Power Consumption	3 to 3.5 Unit PR HR
4	Electrical Connection Load	5.5 KV
5	Size of Roti	8 Inch MAX
6	Thickness of Roti	1 MM to 4 MM
7	Heating Element Watt	Ceramic 2300+2000WATT
8	Motor	1 H.P.+ 120 V.
9	Body	S.S.
10	Roasting plate	S.S.
11	Warranty	3 Year

8.3. Specification of Palang (with Installation+Transportation)

S.NO.	Features	Min. Required Specifications
1	Over all Size	L1910 X W880 X H450 mm
2	Frame	The Frame of the Cot shall be made of MS rectangular tube 50X25X12.5 mm
3	Nos. Support of MS square tube	Nos. Support of MS square tube 25X25X1.25 shall be provided to rest the commercial.
4	Nos. cross supports	Nos. cross supports at the corner of the frame shall be provided of MS square for 25X25X1 mm
5	Nos. Support of MS square tube	Nos. Support of MS square tube 25X25X1.25 mm approx. 100 mm long shall be provided in the center of sides of the frame as shown in drawing.
6	Head Bow	Head Bow shall be made of Ms round tube 30 mm dia x 1.25 mm thick centre honk support of MS tube 20 mm dia x 1.00 thick shall be provided at 300 mm from great level. 3 nos. vertical support tube as shown in the drawing of 12 mm dia 1.00 mm shall be welded to the horizontal support tube & upper tube of head bow
7	Foot Bow	Foot Bow shall be made of 2 nos. vertical MS tube 30 mm dia x 1.25 thick together by welding MS tube 20 mm dia x 1.00 mm thick 2 nos. MS angles 30X30 mm shall welded on top of the vertical tube as shown in drawing
8	Steel Cot type	Steel Cot type A waterproof commercial ply of 12mm thickness size for 1850x750 ISI Marked shall be fitted in the frame as shown in drawing the ply shall be the supports given on the main frame.
9	Warranty	3 year

8.4 Specification of Bedding –

Specification of Mattress

S.NO.	Features	Min. Required Specifications
1	Mattress Size	6"×3" (1828.8mm×914.4mm) or as per bed size
2	Thickness of Layer(mm)	4" (100mm)
3	Number of Layers	Single Layer
4	Density	32 kg/m ³
5	Certification	ISI Mark
6	Material	Poly Urethrin (ISI Module)
7	Warranty	1 year or more

Specification of Mattress Cover

S.NO.	Features	Min. Required Specifications
1	Febric material	Sheeting Cloth Cotton Khadi as per Bis Specification no. 3779:2019
2	Mattress Cover Closure	Slide Fastner (Zipper)
3	Size of mattress Cover	as per mattress size
4	Side gazette (Thickness)	as per mattress Thickness
5	Colour	Dyed as per buyers Requirements
6	Material	Warranty
7	Warranty	1 year or more

Specification of Pillow

S.NO.	Features	Min. Required Specifications
1	Length	27" (700mm)
2	Width	15" (400mm)
3	Hight of Pillow at Center	5" (127mm) or above
4	Body febric	Cloth plain weave Polyester (white)
5	Filling Material	Hollow siliconised polyester fiber of 7 Denier
6	Mass of filling material (g)	628gm to 800gm
7	other Requirement (Total mass of synthetic pillow)	715gm to 800gm
8	Warranty	1 year or more


Specification of Pillow Cover

S.NO.	Features	Min. Required Specifications
1	Length	28" (711mm)
2	Width	16" (406mm)
3	Material	Cotton
4	Colour	same as mattress cover
5	Size	saingle
6	Warranty	1 year or above

Note - The bidder should combine the rate of mattress and pillow with cover the rate of bed.

9- Hotel List of District : MANDSAUR

Si/	Block	UDise Code	School	Principal Name	Mobile No.	Address	Pin Code
1	BHANPURA	23190102117	KGBV HOSTEL BABULDA	SANDHYA YADAV	9575953505	BABULDA	458775
2	GAROTH	23190213227	KGBV HOSTEL GAROTH	LALSHMI PANJABI	9926505266	GAROTH	458880



F. No.313-12/5/2019(R&D)
Ministry of New and Renewable Energy
(Standards & Quality Control Division)

Block 14, CGO Complex
Lodi Road, New Delhi-110003

26th March 2019

Subject: Quality Control Order on Solar Thermal Systems/ Devices/Components Goods.

The Ministry of New and Renewable Energy (MNRE) promotes development and deployment of new and renewable energy to address the growing energy needs and climate change concerns of the country. The MNRE has set enhanced target of 100GW for solar power by 2022. Performance testing and standardization is essential to ensure quality and reliability of products. The MNRE has notified the Lab Policy for Testing, Standardization and Certification for Renewable Energy sector. Indian Standards (BIS) have to be followed for quality assurance in renewable energy in the country.

2. A Quality Control Order on SPV Systems under BIS Act is under implementation. The MNRE has decided to bring out a quality control order on Solar Thermal Systems/Devices/Components Goods under BIS Act(Compulsory Registration Scheme) for quality and reliability of these products.

3. Accordingly, a draft Quality Control Order on Solar Thermal Systems/Devices/Components Goods has been prepared as per relevant BIS Act. Enclosed is the said draft order for comments of public and related stakeholders. The comments may please be provided by 8th April 2019 at the following address:

Encl: a/a

(Dr. B. S. Negi)
Adviser/Scientist-G
Email: negi@nic.in
Telefax: 24368581

[To be published in the Gazette of India, Part II, Section 3, Sub section (ii)]

MINISTRY OF NEW AND RENEWABLE ENERGY


ORDER

New Delhi, the.....2019

S. O. - In exercise of the powers conferred by clause (p) of sub section (1) of section 10 of the Bureau of Indian Standards Act, 1986 (63 of 1986) and in pursuance of clause (fa) of rule 13 of the Bureau of Indian Standards Rules, 1987, the Central Government, after consulting the Bureau of Indian Standards, hereby makes the following Order, namely:-

1. Short title and commencement - (1) This Order may be called the Solar Thermal, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2019.
(2) It shall come into force on the expiry of one year from the date of its publication in the Official Gazette.
2. Definitions - (1) In this Order, unless the context otherwise requires -
 - (a) "Act" means the Bureau of Indian Standards Act, 1986 (63 of 1986);
 - (b) "Appropriate Authority" means any officer, not below the rank of Director or Scientist 'F', of the Ministry of New and Renewable Energy or its sub-ordinate or attached offices, authorised by the Secretary, Ministry of New and Renewable Energy, Government of India;
 - (c) "Goods" means the Solar Thermal Systems, Devices or Components goods specified in the column (2) of the Schedule;
 - (d) "Rules" means the Bureau of Indian Standards Rules, 1987;
 - (e) "Schedule" means the Schedule annexed to this Order;
 - (f) "Series of products" means the products of the same family but varying in sizes or rating or construction;
 - (g) "Specified Standard" in relation to Goods means the Indian Standard as specified in column (3) of the Schedule.
 - (h) "Standard Mark" means the Bureau of Indian Standards Certification Mark as specified by the Bureau to represent a particular Indian Standard.

(2) Words and expressions used herein and not defined but defined in the Act and the rules made there under, shall have the meanings respectively assigned to them in the Act and those rules.
3. Prohibition regarding manufacture, storage, sale, distribution, etc. of Goods-
 - (1) Any manufacturer, who manufactures stores for sale, sells or distributes Goods shall make an application to the Bureau for obtaining registration for use of the Standard Mark in respect of the Indian Standard mentioned in column (3) of the Schedule.

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- (2) The grant of registration by the Bureau shall be as per the provisions of the Act and Rules and Regulations made thereunder.
- (3) No person shall by himself or through any person on his behalf manufacture or store for sale, import, sell or distribute Goods which do not conform to the Specified Standard and do not bear the Standard Mark as notified by the Bureau for such Goods from time to time after obtaining registration from the Bureau: Provided that nothing in this Order shall apply in relation to manufacture of Goods meant for export.
- (4) The substandard or defective Goods which do not conform to the Specified Standard mentioned in column (3) of the Schedule shall be deformed beyond use and disposed of as a scrap by the manufacturer or the representative of overseas manufacturer from liaison office or branch office located in India or by any agency authorised by the manufacturer as its authorised representative in the India: Provided that unclaimed consignment of such Goods shall be deformed and disposed of as scrap by such department or agency as may be authorised by the Appropriate Authority.
4. Power to call for information, etc.-
- (1) The Appropriate Authority or a person authorised by it may, with a view to secure compliance with this Order, require any person engaged in the manufacture, storage for sale, sale or distribution of any Goods to give such information as the said Authority deems necessary relating to the manufacture, storage for sale, import, sale or distribution of any Goods or require any such person to furnish to it samples of Goods.
- (2) With the specific order each time of an Authority at an appropriate senior level nominated by the Secretary in the Ministry of New and Renewable Energy, the Appropriate Authority or person authorised by it, with a view to secure compliance with this Order may also-
- (a) inspect or cause to be inspected any books or other document and other Goods or the components or materials of any Goods kept by or belonging to or in the possession or under the control of any person engaged in the manufacture, storage for sale, import, sale or distribution of Goods;
- (b) entry and search any premises and seize Goods in respect of which it has reason to believe that a contravention of this order has been committed or the said Goods are not complying to the specified standard.
- (3) The provisions of the Code of Criminal Procedure, 1973 (2 of 1974) relating to search and seizure shall so far as may be, apply to searches and seizures under this paragraph.

5. Drawing and testing of sample.-

- (1) Where the Goods have different sizes, ratings, varieties, etc., such Goods shall be grouped and may be granted series approval for a Series of products based on testing of representative models.
- (2) A decision concerning series approval shall be taken by the Ministry of New and Renewable Energy or its authorised agencies while implementing this order.
- (3) The sample of Goods of the registered user shall be drawn from his manufacturing unit or from the market by the Appropriate Authority or person authorised by it for ascertaining whether they conform to the Specified Standard:

Provided that if required, samples may also be drawn by the Bureau or its authorised representatives.

- (4) The samples shall be drawn at least once in two years for a product or Series of products covered under the scope of registration granted.
- (5) The location and the product to be picked up shall be selected randomly.
- (6) At least one sample from the range of products covered in the scope of registration granted shall be picked up for testing.
- (7) The sample so drawn shall be properly sealed to protect it from any damage and labelled indicating the registration number, the date of the drawl of sample, the source of the market sample or manufacturing unit sample, a three-letter code of the person drawing the sample and the identification number, if any, given on the Goods:

Provided that where the sample drawn from the manufacturing unit, in addition to the sample to be sent for testing, another sample from the same batch or lot shall also be drawn, sealed and labelled, and left with the registered user as a counter sample, for use in case of any subsequent dispute.

- (8) The sample so drawn, sealed and labelled, shall be sent by the Appropriate Authority or person authorised by it for testing to a laboratory established or recognised by the Bureau along with a request indicating that the sample shall be tested with respect to all the requirements of the Specified Standard and the test report shall be sent to the Appropriate Authority.
- (9) All the test report shall be scrutinised for conformity of the sample with respect to the requirements of the Specified Standard.
- (10) The test report of the conforming sample shall be retained by the Appropriate Authority and the test report of the non-conforming sample shall be sent to the Bureau by Appropriate Authority within a fortnight for further action.
- (11) The Appropriate Authority shall also make available the information regarding the status of processing on its website.

6. Power to issue directions to manufacturers.- The Appropriate Authority may issue such directions to manufactures, consistent with the provisions of the Act, Rules and this Order, as

SCHEDULE

S. No (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1	Solar Flat Plate Collector	IS 12933(Part1):2003	Solar Flat Plate Collector - Specification Part 1 Requirements (Second Revision)
		IS 12933(Part 2):2003	Solar Flat Plate Collector - Specification Part 2 Components (Second Revision)
		IS 12933(Part 3):2003	Solar Flat Plate Collector - Specification Part 3 Measuring Instruments (First Revision)
		IS 12933(Part 5):2003	Solar Flat Plate Collector - Specification Part 5 Test Methods (Second Revision)
		IS 16368: 2015	Test Procedure for Thermosyphone Type Domestic Solar Hot Water Heating System
2	All Glass Evacuated Tubes Solar Collector	IS 16542 : 2016	Direct Insertion Type Storage Water Tank for All Glass Evacuated Tubes Solar Collector – Specification
		IS 16543 : 2016	All Glass Evacuated Solar Collector Tubes – Specification
		IS 16544 : 2016	All Glass Evacuated Tubes Solar Water Heating System
3	Concentrated Solar Thermal	IS 16648 (Part 1) :2017	Concentrated Solar Thermal – Specification Part 3 Parabolic Through Concentrator
		IS 16648 (Part 2) :2017	Concentrated Solar Thermal – Specification Part 2 Scheffler Concentrator
		IS16648(Part 3):2017	Concentrated Solar Thermal – Specification Part 3 Parabolic Trough Concentrator
		IS16648 (Part 4) :2017	Concentrated Solar Thermal Specification Part 4 Non-Imaging Concentrator
		IS16648(Part 5):2017	Concentrated Solar Thermal - Specification Part 5 Test Methods

[File No. _____]

(Name of officer)
Designation of officer

may be necessary, for carrying out the purposes of this Order.

7. Compliance of directions.- Every manufacturer to whom any direction is issued under this Order shall comply with such direction.

8. Obligation to furnish information.- No manufacturer shall refuse to give any information lawfully demanded from him under paragraph 4 or conceal, destroy, mutilate or deface any book or document relating thereto in his possession or control.

1. Annexure A: Service Level Agreement (SLAs)

[This agreement is to be made on Notarized Stamp paper of Rs. 500/-]

For Deployment & Operations of Smart Class Room

{to be signed by selected bidder and District Education Officer}

This AGREEMENT is made on between District Education Officer MANDSAUR hereinafter called DEO MANDSAUR) which expression shall include its SUCCESSORS and <<Successful bidder>>(hereinafter called the "Successful Bidder") which expression shall include its SUCCESSORS.

Whereas the successful bidder has agreed with the DEO MANDSAUR to supply and installation of computer hardware, peripherals and other related accessories for 06 (Six School) Schools of MANDSAUR MP in the manner set forth in the terms & conditions of the bidding document appended herewith and at the rates set forth in the said **Annexure-I** under warrantee services during the warranty period of the FIVE years, on the following TERMS CONDITIONS.

- a) COMMENCEMENT: The AGREEMENT is effective after successful installation of all the equipment purchased and will remain valid for a period of FIVE years thereafter.
- b) Upon Completion of this AGREEMENT Successful bidder will return all papers, materials and other properties of the AGREEMENT to the DEO MANDSAUR along with a certificate of fully functional status of the supplied equipments.
- c) No charges will be payable by the DEO MANDSAUR to the Successful bidder for the replacement of any item which is under warrantee.

1. Scope of Services to be performed by Bidder

- 1.1. The successful bidder has to supply, install, commission & maintain hardware, software and connected accessories, and keep in working condition.
- 1.2. The supplied Hardware, Software and connected accessories must be brand new and unused.
- 1.3. For providing after sales services during warrantee period, the Successful bidder shall intimate name, address, e-mail ID and contact number of qualified service engineers who shall responsible for service support and report to the District level Committee and School Principal as well as DEO Office of the respective districts. The Successful bidder shall intimate online portal, toll free number (Escalation matrix).
- 1.4. Bidder should have service call logging mechanism through telephone number / Toll free Number/ Email ID/ Ticketing Tool /online portal.
- 1.5. The Successful bidder must attend the complaint within 3 working days.
- 1.6. All logged complaints related to Hardware/Software of the supplied equipment should be resolved within 5 working days after the complaint is being registered by the Principal.
- 1.7. The Service Engineer shall submit sealed & signed Service call report by the School Head/Teacher hardcopy to school.
- 1.8. In case of any part replacement related issue, the complaint should be resolved within 7 working days.

- 1.9. In case of major fault due to unavoidable circumstances, DEO will give relaxation under cure period maximum up to 10 working days.
- 1.10. During Warrantee period any defective part/s shall be repaired/replaced free of cost if necessary, the Licensed OS shall be reloaded with all necessary updates and patches to make the system fully operational.
- 1.11. The Successful bidder shall provide at least one preventive maintenance service at all locations every year and submit details of all the visits at the end of each year to the District Education office. If the successful bidder fails to provide preventive maintenance services to the school, the successful bidder shall have to pay the penalty of Rs. 500/-per school.
- 1.12. The operating system and other software packages shall be upgraded / updated by bidder from time to time as and when upgraded version of operating system is available as well as during preventive maintenance schedule.
- 1.13. The successful bidder has to
 - Maintain the hardware, software and connected accessories in proper working condition throughout the contractual period.
 - To maintain necessary systems and processes to track the project progress
 - Report the progress periodically as required by Department.
- 1.14. The Bidder shall not charge any fee to the students and teachers in the schools covered under the Project and shall not use the facilities created for earning revenues other than that provided as part of this Project.
- 1.15. School Principal will maintain a Complaint Log register in the format as per **Annexure-1**.
- 1.16. Annual call details for complaint which is not resolved within 7 days will be compiled and forwarded to DEO as per **Annexure-2**. On the basis of Annexure-2, DEO shall have the right to recover the penalty amount from the annual amount to be paid to successful bidder.
- 1.17. Preventive maintenance includes check system health, cleaning of system, dust removal, removal of temp file from system and making all the equipment operational.
- 1.18. Bidder needs to maintain log of service call report along with signed hard copy of service call report which are to be submitted to the DEO to claim yearly retention money.
- 1.19. The service support of the Successful bidder will be reviewed every quarter. If, the Successful bidder fails to provide service support as above, the Successful bidder shall have to pay penalty of Rs. 200/- per machine per working day. On the recommendation of School Principal, DEO shall have the right to recover the penalty amount to be paid to successful bidder.
- 1.20. If any equipment gives continuous trouble, say five times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the department.
- 1.21. During service support, in case of any dispute, the decision of the DEO will be final and binding on the successful bidder.
- 1.22. Before end of the contract period, the user department reserves a right to do a random check of minimum 5% of systems and the serial number of the systems should match the original serial numbers of the sub-assemblies with the exception of the parts or system that have been changed in the course of repairs and replaced during the contract period.
- 1.23. The Scope of services also includes:-

- The bidder to coordinate with school administration for installation sign-off in specified schools as per the requirements of the project
 - Maintain in working condition all Equipment deployed.
 - Bidder is responsible for providing users functional training for the equipments & software to be supplied under this project in co-ordination with DEO/Schools for normal operations and conversant in installation of hardware & software and its basic trouble shooting.
 - Bidder will have to provide operational training of supplied hardware, Operating Software and peripherals to all school teachers after installation of all items at schools
- 1.24. Upkeep of records and periodic reporting
- The Bidder shall deliver all reports, notifications and information, including all data, operating logs and information as required by DEO on the project as given below:
 - Maintenance and Daily Operating Logs of equipment: The Bidder shall prepare and maintain daily operating logs, records and reports documenting the operation, maintenance and repair of Hardware and connected accessories.
- 1.25. The bidder to participate in quarterly, half-yearly and yearly review meeting

2. Bank Guarantee

- 2.1. The successful bidder shall furnish an irrevocable Bank Guarantee in favour of District Education Officer MANDSAUR equal to **2% of the value** of the purchase order valid for a period of 24 months from the date of completion of all equipment installation.
- 2.2. The Bank Guarantee will be released by the District Education Officer,MANDSAUR to the successful bidder after successful performance of the supplied equipments under the warranty period (60 Months) and OK report for complete functionality of the equipments duly signed by the teacher/Principal is received. In case the service provider fails to provide proper services as per terms and conditions, the DEO will have the right to forfeit the Bank Guarantee.
- 2.3. The Bank Guarantee should be of a Nationalized Bank/ Scheduled Bank situated in India.
- 2.4. When penalty is recovered under clause 1.11 and 1.19 through encashment of Bank Guarantee in part or in whole, the Successful bidder shall provide additional Bank Guarantee within a period of 7 days from such encashment to complete the deficiency and to make the Bank Guarantee amount equal to 5% of the value of Purchase Order as in clause 2.1.
3. **FORCE MAJEURE:** neither party shall be liable for any delay in performing obligations or for failure to perform obligation if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE shall mean Act of God or fire, earthquake, Explosion, accident, strikes or lockouts, riots, civil commotion, civil disobedience or anything beyond the control of either party, so as to lead to a complete inability to a party to perform its obligations. Force Majeure also includes the circumstances like Power fluctuation, earthing issue, lightening factor etc.
4. **SUB-CONTRACTING:** The Successful bidder shall not sub contract or permit anyone other than the Successful bidder personnel to perform any of the work, services or other performance required from the Successful bidder under the AGREEMENT.

5. **CONFIDENTIALITY:** The Successful bidder acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this AGREEMENT or the performance hereof, whether consisting of confidential and proprietary data or not disclosure of which or use by the third parties may be damaging or is capable of causing loss to the DEO, will at all time be held by in the strictest confidence breach of confidentiality shall amount to a breach of this contract.
6. **ARBITRATION:** All disputes and differences of any kind arising out of or in connection with the AGREEMENT shall be resolved by ARBITRATION only in accordance with and subject to Arbitration and conciliation Act 1996. The dispute shall be decided by a sole Arbitrator at Bhopal, if the dispute is not resolved as per clause 1.8.
7. Each party warrants and guarantees that it has full power and authority to enter into and performing this AGREEMENT and the person signing the AGREEMENT on behalf of each party has been properly authorized and empowered to enter into this AGREEMENT. Each party acknowledges that it has read this AGREEMENT. Understands it and agrees to be bound by it.

In witness where of the parties hereto have executed this AGREEMENT on the above mentioned date.

For Successful Bidder

Authorised Signatory

Name :

Designation:

For District Education Office Authorised Signatory

Name : Chandra Kishore Shrama

Designation : D.E.O. MANDSAUR

Witness

Name :

Designation:

Witness

Name :

Designation:

Annexure 1: Complaint Log register

Sr. No.	Call Reporting Date	Complaint Details Hardware/Software	Service Engineer's Visit Date	Resolution Status Resolved / Pending	If Pending than 2 nd Visit Date	Resolution Status Resolved / Pending	If Pending than 3 rd Visit Date	Resolution Status Resolved / Pending	Sign of Service Engineer

Annexure 2: Annual call details for complaint which is not resolved within 7 days.

Sr. No. of Annexure 1	Call Reporting Date	Call resolution date	No. of Days Taken	No. of days beyond 7 working days
			Grand Total	

Preventive Maintenance Date:/...../