

**GUJARAT INFORMATICS LIMITED**  
A Government of Gujarat Company



**REQUEST FOR PROPOSAL**

**RFP NO.:GIL\CoS\Smart Education\2017**

**Volume II –Contract**

**Implementation of Smart Education in Gujarat Secondary  
Schools within the State of Gujarat including Supply of  
Hardware, Operating Software and Maintenance of the Systems  
for 5 years on behalf of Commissionerate of Schools, Education  
Department, Government of Gujarat**

**Pre-bid Meeting: 27.10.2017 on 1600 hours**

**Last Date of Submission of Bid: 09.11.2017 till 1500 hours**

**Last Date of Submission of Bid Processing Fees & EMD: 09.11.2017 till 1500 hours**

**Date of Opening of Technical Bid: 09.11.2017 on 1700 hours**

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## NOTE

Commissionerate of Schools, Education Department, Government of Gujarat (GOG) intends to introduce Smart Education in 1028 numbers of Secondary Schools of Gujarat within the framework of Commissionerate of Schools. Gujarat Informatics Ltd (GIL), on behalf of Commissionerate of Schools invites proposals for the implementation of Smart Education in Gujarat Secondary Schools within the State of Gujarat including Supply of Hardware, Operating Software and Maintenance of the Systems for 5 years.

GIL is inviting **Proposals** from interested Bidders as per the laid out norms in Request for Proposal (**RFP**). The RFP is organized in two volumes as given below:

1. **VOLUME-I** : **INSTRUCTION TO BIDDERS**
2. **VOLUME-II** : **CONTRACT**

**Bidders are advised to read the above volumes in conjunction and are advised to comply with the terms and conditions for submission of their Proposal as defined in this RFP document.**

**Instruction to the bidders for online bid submission:**

Interested and eligible Bidders can download the bid document and further amendments if any freely available on <https://gil.gujarat.gov.in/> and <https://gil.nprocure.com> and submit the same to <https://gil.nprocure.com> electronically on or before due date & time of the bid. Pphysical bid will be not accepted in any circumstances.

The bids have been invited through E-tendering route i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website: <https://gil.nprocure.com>.

Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

In case of any clarifications required, please contact DGM(Tech), GIL in writing. All queries regarding the Project may be submitted in writing to:

DGM(Tech),  
Gujarat Informatics Limited,  
8<sup>th</sup> Floor, Block No.1, Udyog Bhavan,  
Gandhinagar 382010  
Phone: 079 - 23256239 Fax : 079 - 23238925  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in); [vijayb@gujarat.gov.in](mailto:vijayb@gujarat.gov.in)

## DISCLAIMER

This Request for Proposal (RFP) is issued by Gujarat Informatics Limited (GIL) on behalf of Commissionerate of Schools, Education Department, Government of Gujarat to identify Service Provider (s) to implement a Smart Education Project in 1028 Secondary Schools of Gujarat within the framework of Commissionerate of Schools. The intent of this Request for Proposal (RFP) is to solicit Proposals from parties ("Bidders") who are interested in and are capable of providing the installation, commissioning, functional training and support for implementation of Smart Education in 1028 Secondary Schools of Gujarat within the framework of Commissionerate of Schools.

This RFP is not an agreement and is neither an offer nor invitation by GIL or CoS to the prospective Bidders or any other person. The issue of this RFP does not imply that the GIL or CoS is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and the GIL/CoS reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. While considerable effort has been put to ensure that all the necessary information that would be required by the prospective bidders is provided, the RFP may not, and does not purport to, contain all the information that a recipient may require. The information contained in this RFP is selective and GIL/CoS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Neither GIL, CoS nor any of its officers or employees, nor any of their advisors nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisors and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed. Neither GIL, CoS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent.

This RFP may not be appropriate for all persons, and it is not possible for GIL, CoS and their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation

consequences of entering into any agreement or arrangement relating to the proposed Project. In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIL/CoS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of GIL/CoS, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty. GIL/CoS accepts no responsibility for statements made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the GIL/CoS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder. GIL/CoS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the bidding process.

## Volume II –Contract

**THIS AGREEMENT** is made on this the DD.MM.YYYY at Gujarat

**Between**

**COMMISSIONERATE OF SCHOOLS** represented by [●] (hereinafter '**CoS**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

**And**

[●], a Company incorporated under The Companies Act, 1956, having its Registered Office at [●] (hereinafter '**the Bidder**' which expression shall, unless the context otherwise requires, include its permitted successors and assigns)

Each of the parties mentioned above, are collectively referred to as the '**Parties**' and individually as a '**Party**'

CoS envisaged implementation the Smart Education - 2017 in 1028 Secondary Schools of Gujarat within the framework of Commissionerate of Schools on a Management Contract basis (hereinafter referred to as '**Project**') and through Gujarat Informatics Limited conducted a competitive bid process to select an Bidder for undertaking the same in accordance with the terms of this Agreement. The list of schools are provided in Schedule I of this Agreement.

Following this, on [●] CoS through the Gujarat Informatics Limited (GIL) initiated a competitive bidding process in accordance with Applicable Law. On [●], [●] was selected as the Preferred Bidder and Bidder for this Project.

This Agreement is being entered into between CoS and the Bidder for implementing the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1. Definitions

1.1.1. Unless the context otherwise requires, the following terms shall carry the meaning assigned to them herein below.

"Accrual Period" means a financial year beginning April 1st and ending March 31st of the following year or part period thereof ending on March 31st.

"Auditors" means any independent auditor(s) appointed by the CoS

"Business Day" means a day other than Saturday and Sunday on which banks are open for normal banking business in Gandhinagar

"Consents" means all authorizations, consents, licenses, permits, waivers, privileges, acknowledgements, agreements, concessions, approvals from and filings with or applications submitted to any Government Agency or any Person.

“Directives” means any present or future policy, requirement, instruction, direction, order, regulation or rule of any Government Agency which is legally binding or which would customarily be observed by a reasonable and prudent person, and any modification, extension or replacement thereof from time to time in force.

“Government Agency” means the Government of India, the Government of Gujarat or any regional or municipal authority thereof, or other legislature, ministry, department, Commission, Board, Authority, instrumentality, agency, political sub-division, Corporation or Commission under the direct or indirect control of the Government of India or Government of Gujarat or any political sub-division of either of them, as to matters of policy or otherwise, owned or controlled by the Government of India or the Government of Gujarat or any of their sub-divisions.

“Government Authorizations” means all laws, ordinances, statutes, rules, orders, decrees, injections, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Government Agency, as may be applicable, including Consents and Directives as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.

“GoG” means the Governor of Gujarat, represented by CoS, Education Department, Government of Gujarat, and its successors and assigns

“Investments” includes monies placed by the Trust in instruments such as Government Promissory Notes or other Government Security as defined in Sec.2 of the Public Debt Act, 1944, stock or shares in any banking company or other public company, or stocks, funds, shares, debenture, debenture stock, commercial papers, financial papers, short term or long term corporate deposits, securitized debt, mortgage, bonds, obligations and securities of any description whatsoever.

“Lender” means any person/s who has given monies to the Trust, by way of loan.

“Loan” means the monies lent to the Trust and includes debentures and bonds.

“Management Agreement/s” means this Agreement

“Property” shall mean money and includes both initial as well as additional property hereto comprising of real, personal, movable or immovable property of any description and wheresoever situated and in relation to rights and interests includes those rights and interests whether vested, contingent, defeasible or future.

## **1.2. Interpretations**

1.2.1. In this Agreement, unless otherwise specified:

- i. references to clauses, sub-clauses, paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and Schedules to, this Agreement;
- ii. use of any gender includes the other genders;
- iii. references to a ‘Company’ shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

- iv. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- v. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- vi. any reference to a 'day' (including within the phrase 'Business Day') shall mean a period of 24 hours running from midnight to midnight;
- vii. references to times are to Indian Standard Time;
- viii. a reference to any other document referred to in this agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- ix. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### **1.3. Measurements and Arithmetic Conventions**

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

### **1.4. Ambiguities**

- 1.4.1. In case of ambiguities or discrepancies within this Agreement, the following shall apply:
  - i. between two Clauses of this Agreement, the provisions of specific Clause relevant to the issue under consideration shall prevail over those in the other Clause;
  - ii. between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Schedules; and
  - iii. between any value written in numerals and that in words, the latter shall prevail.

### **1.5. Priority of Documents**

- 1.5.1. The documents forming part of the bidding process leading to this Agreement (Documents mentioned in this Clause shall be relied upon and interpreted in the following descending order of priority:
  - i. This Agreement with Schedules
  - ii. Letter of Award
  - iii. Proposal submitted by bidder
  - iv. Request for Proposal and addendum /corrigendum issued during the Bidding process

## **2. RELATIONSHIP OF THE PARTIES**

### **2.1. Relationship of the Parties**

- 2.1.1. The bidder has been retained by CoS as an independent service provider to manage the Project on behalf of CoS as per the terms of this Agreement. CoS shall establish and notify to the bidder major policies concerning the Project (the "Policies"), and has delegated to the bidder the overall day-to-day responsibility of financing, procuring, operating and providing services as part of the Project, as more specifically described in this Agreement.

## **2.2. Entire Agreement**

- 2.2.1. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings, agreements and business term sheets, whether oral or written.

## **3. TERM OF AGREEMENT , EFFECTIVE DATE AND CONDITIONS PRECEDENT**

### **3.1. Term of Agreement**

- 3.1.1. This Agreement will continue for a period of three years from the Effective Date, except where terminated or extended in accordance with the provisions of this Agreement.

### **3.2. Effective Date and Conditions Precedent**

- 3.2.1. The Effective Date of this Agreement will be the date on which all the Conditions Precedent are satisfied or waived in writing by both the Parties.
- 3.2.2. The bidder shall fulfill the following Conditions Precedent within 45 days of Agreement Date (collectively known as Operator's Conditions Precedent)
- i. Deploy a dedicated resource as per Scope of Services
  - ii. Set up a Project Management Office at Gandhinagar/Ahmedabad as per Scope of Services
- 3.2.3. CoS shall fulfill the following Conditions Precedent within 30 days of this Agreement
- i. Confirm the list of schools district-wise that would participate in the tender
  - ii. Confirm availability of minimum physical infrastructure (namely availability of classroom/space for Smart Education hardware install with electrical power connection) in 50% of the schools where services are to be provided.
- 3.2.4. Both Parties to this Agreement may by written consent agree to extend the date for fulfillment of any of the Conditions Precedent of the other Party up to an additional sixty (60) Business Days or such other period, from the date of expiry of the original period ('**Long Stop Date**').
- 3.2.5. Upon fulfillment of the Conditions Precedent by a Party the other Party shall forthwith issue a letter confirming full and complete satisfaction of the Conditions Precedent to such Party and pursuant to which the obligations of the Parties under this Agreement shall commence.



### **3.3. Non-Fulfillment of bidder's Conditions Precedent**

- 3.3.1. If the bidder's Conditions Precedent has not been fulfilled by the Long Stop Date, other than for reason of Force Majeure or CoS's waiver of the bidder's obligations, CoS shall have the right to encash the Performance Bank Guarantee at a rate of one per cent (1%) per week or part thereof for the period of delay.

## **4. SCOPE OF SERVICES TO BE PERFORMED BY BIDDER**

### **4.1. Scope of Services**

- 4.1.1. The scope of services for the bidder covers following activity areas:
- i. To supply, install, commission & maintain hardware, software and connected accessories
  - ii. To provide dedicated technical support personnel (TSP) as per the scope of work.
  - iii. To provide user's functional training as specified
  - iv. Maintenance and troubleshooting support for the entire duration of the project of 5 years
  - v. To establish state level help desk with toll free number as required by the project for a period of the project duration of 5 years
  - vi. To maintain necessary systems and processes to track the project progress
  - vii. Report the progress periodically as required by CoS

### **A. Supply, installation, commission, testing and maintenance of hardware, software and connected accessories**

- 4.1.2. The scope of services covers the activities given below:
- i. Supply and installation of newly procured Smart Education Hardware, Software and connected accessories (Equipment) in specified schools as per the requirements, testing and deployment schedule as mentioned in the bid.
  - ii. Necessary electrification & cabling in the classroom
  - iii. The bidder to coordinate with school administration through CoS for installation sign-off in specified schools as per the requirements of the project
  - iv. Maintain in working condition all Equipment deployed.
  - v. Undertake Preventive/periodic maintenance of all Equipment deployed in a scheduled manner to ensure that they are kept in good working condition throughout the Term of the Contract and to undertake repairs and replacement of defective / damaged equipment/parts and accessories.
  - vi. The bidder to log newly procured Smart Education Hardware, Software and connected accessories (Equipment) with OEM and the proof of the same to be shared with CoS. Along with list of active local OEM authorized service providers. In addition the warranty details of the assets must also reflect on the OEM websites

- vii. Obtain Insurance against theft, fire and natural calamities of all installed equipment and accessories
- 4.1.3. The bidder will have to offer the inspection in the manner as decided by GIL before delivering at respective sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied ( if applicable) for back to back warranty support as per tender terms & conditions.

**B. Manpower Deployment and provision of technical support personnel (TSP)**

- 4.1.4. Under this activity, the Bidder is responsible for providing user's functional training for the equipments to be supply under this project in co-ordination with Commissionerate of Schools for normal operations and conversant in installation of hardware and its basic trouble shooting.
- 4.1.5. The bidder will have to depute one dedicated resource who will co-ordinate with the Commissionerate of Schools for day to day activities and implementation of the project.
- 4.1.6. The bidder will have to depute full time **Technical Service Personnel (TSP) One per every 5 schools for 2 months period after installation, testing and commissioning of equipment.** The TSP will have to provide teacher training, handholding and Maintenance in each school starting from the date of installation and commissioning of all hardware, software and connected accessories throughout the Term of this Agreement.

**C. Handholding support and training to Teachers**

- 4.1.7. Under this activity, the Bidder is expected to undertake a comprehensive functional training to teachers in schools for the equipments to be supplied in this project.
- 4.1.8. The Bidder is responsible for ensuring achievement of the following outcomes under this Project:
  - i. Trainees should become capable of using Smart Education hardware for normal operations and conversant in installation and operating the software installed including interactive teaching and learning pedagogies.
  - ii. Trainees should be skilled to handle basic trouble shooting

#### **D. Upkeep of records and periodic reporting**

- 4.1.9. The Bidder shall deliver all reports, notifications and information, including all data, operating logs and information as required by CoS on the project as given below:
- i. **Maintenance of Attendance 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, Networking and connected accessories. A list of indicative information that should be maintained by the Bidder is provided in this bid.
  - iii. **Delivery of Monthly Reports:** The Bidder shall provide to CoS a monthly report adhering to the contents format given in Schedule III Part B.
  - iv. **The bidder to participate in weekly, monthly and annual review meeting**
- 4.1.10. The Bidder shall respond in a timely manner to requests for information from any Governmental Instrumentality including that under the Right to Information Act.
- 4.1.11. The bidder will have office at the Gandhinagar/Ahmedabad which will seat the relevant personnel and monitor the program progress and performance for the handholding period:

### **5. OBLIGATIONS AND RESPONSIBILITIES OF BIDDER AND CoS**

#### **5.1. Obligations and responsibilities of Bidder**

- 5.1.1. In addition to fulfilling the terms specified under section 4 Scope of Services, the Bidder shall also fulfill the obligations and responsibilities contained herein in section 5.1.
- 5.1.2. The Bidder shall at all times comply with:
- i. all conditions and requirements imposed by all Consents obtained by the CoS and / or the Bidder in relation to construction, operation and maintenance;
  - ii. all notices and directions from all Governmental Instrumentalities;
  - iii. all Applicable Laws, including those relating to Environmental Laws; and
  - iv. the health safety provisions and requirements of insurance policies for the project and project personnel.
- 5.1.3. The Bidder shall initiate and maintain precautions and procedures necessary to comply with applicable provisions of all Applicable Laws, including those related to prevention of injury to persons, or damage to property relating to the Project.
- 5.1.4. The Bidder shall provide, employ and be fully responsible for all operating staff as required to perform the Scope of Services under this agreement and in compliance with Applicable Law. Such personnel shall be qualified and experienced in the duties to which they are assigned.
- 5.1.5. The rates of compensation and all other matters relating to the employment of all individuals employed by the Bidder for the performance of the Services shall be

determined solely by the Bidder. The Bidder shall retain sole authority, control and responsibility with respect to its employment policy in connection with the performance of its obligations hereunder.

- 5.1.6. Adequate care shall be taken by Bidder for the safety and security. Bidder is required to take Insurance of the materials supplied to school.
- 5.1.7. The Bidder has to observe all statutory compliances like Service tax, Minimum wages act etc. of Government of Gujarat and Government of India as and when applicable during the contract period. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.
- 5.1.8. The Bidder covenants that:
- i. it will inform CoS promptly upon becoming aware of the same, of any pending or, to the best of the Bidder's knowledge, threatened, action, suit, investigation, arbitration or other proceeding that would impair the ability of the Bidder to perform its obligations under this Agreement;
  - ii. it will inform CoS promptly upon becoming aware of the same, of writs, judgments, injunctions, decrees or similar orders of any Governmental Instrumentality outstanding against the Bidder which would adversely affect its use, operation or maintenance of the Project;
  - iii. it will inform CoS promptly upon becoming aware of the same, of any notice of any violation or potential violation of any Applicable Law received by the Bidder or any of its Associates pertaining to or affecting or that would be reasonably likely to affect the Bidder's ability to perform Services or which is in violation of any Applicable Law pertaining to the Project, which violation or potential violation would have an adverse effect on the ability of the Bidder to perform its obligations under this Agreement;
  - iv. it shall not cause any thing to arise or be created or subsist which would or could be an overriding interest in the Project, subject to Encumbrances permitted hereunder, so as to have an adverse effect on the ability of the Bidder to perform its obligations under this Agreement;
  - v. it will inform the CoS promptly upon becoming aware of the same, of:
    - a. any notice of any adverse claim by any Person in respect of CoS of the Project or any interest in them; or
    - b. it will ensure, during the Term, that all assets of the Project are, maintained in good condition; and
    - c. it will inform the CoS promptly upon becoming aware of the same, of any existing event, fact or circumstance that constitutes an Event of Force Majeure.
- 5.1.9. The Bidder shall maintain the hardware, software and connected accessories in proper working condition throughout the Terms of the Agreement.

- 5.1.10. 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.
- 5.1.11. The Bidder shall not assign or make over the Agreement, the benefit or burden thereof to any other person or persons or body corporate. No under-letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

## **5.2. Obligations and responsibilities of CoS**

### **A. Facilitation and confirmation of school-level readiness for the Project**

- 5.2.1. CoS shall confirm the exact list of schools to be covered under the Project at the time of issue of the Letter of Intent. The gross number of schools thus confirmed shall not increase from the number of schools provided of this Agreement by more than 30%.
- 5.2.2. As covered under clause 3.2.3 CoS Conditions' Precedent, CoS shall make available a confirmation of list of schools to be covered under this Project and confirmation of school-level readiness in at least 50% of the Schools within 7 days of signing of this Agreement and the remaining 50% of Schools within 15 days of signing of the Agreement.
- 5.2.3. CoS shall facilitate making available a confirmation letter from each of the Schools, confirming readiness for this Project in terms of availability of physical infrastructure for implementation of this Project covering the following:
- i. Separate classroom / space with a door and latch, so that the equipment can be kept locked when not in use.
  - ii. Stable single phase power connection to provide electricity supply for the equipment.
- 5.2.4. The content CDs (CDs for syllabus & any revised course content CDs) will be provided by CoS at regular interval to the Bidder. The Bidder has to install & co-ordinate with CoS for content thus provided and provide operational training of contents & training to School as per training deliverables under this RFP.

### **B. Project Monitoring and Oversight**

- 5.2.5. CoS will set-up the project steering committee for Smart Education implementation at the state level
- 5.2.6. CoS will be responsible for overall monitoring and oversight of this Project. The bidder will present the project status at regular interval as per the requirement of project steering committee
- 5.2.7. CoS will have the right, on its own or through other agencies of Government of Gujarat to inspect the Project and schools covered under this Project for the purpose of monitoring the performance of this Project.

### **C. Payments to Bidder**

- 5.2.8. CoS will make payments to the Bidder under this Agreement in a timely manner in accordance with terms of section 7 Payments to Bidder of this Agreement

## **6. PERFORMANCE BANK GUARANTEE**

### **6.1. Furnishing of Performance Bank Guarantee by Bidder**

- 6.1.1. Within 15 (Fifteen) days of receipt of letter of acceptance the successful bidder shall deliver to the purchaser a Performance Bank Guarantee amounting to 5% of the total order value in favor of Commissioner, Commissionerate of Schools, Gandhinagar payable at Gandhinagar.
- 6.1.2. The rates quoted by the bidder if found seriously unbalanced the employer shall ask for payment of additional Performance Bank Guarantee to protect the employer against financial loss.
- 6.1.3. If the bidder fails to furnish the Performance Bank Guarantee in the format specified, within 15 (fifteen) days and sign the contract agreement from the date of receipt of the notification of award/LOI, the EMD furnished by such bidder may be forfeited.
- 6.1.4. Within 15 (fifteen) days of receipt of the notification of award/LOI, the successful Bidder shall sign and date the Contract and return it to the CoS. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the Preferred Bidder shall be referred to as "Bidder".
- 6.1.5. The Performance Bank Guarantee furnished by the successful Bidder in respect of his/her bid will be returned at the expiry of six month from the end of the contract period or date of last payment whichever is later, subject to the satisfactory performance of the contractual obligations.
- 6.1.6. If the Preferred Bidder after signing the Contract fails to perform any contractual obligation, the Performance Bank Guarantee furnished by the bidder will be forfeited.
- 6.1.7. Failure of the Preferred bidder to comply with the requirement of Clauses 6.1.1 and 6.1.4 shall constitute grounds for the annulment of award and forfeiture of EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- 6.1.8. The Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

## **7. PAYMENTS TO BIDDER**

- 7.1.1. The Payments to Bidder shall comprise two components and shall be made as per Terms outlined in Schedule V of this Agreement.

- i. Completion of Equipment deployment and its inspection
- ii. Manpower deployment and Functional Training Services payment
- iii. Adjustments for achievement of Performance Standards

## **8. FORCE MAJEURE, EVENTS OF DEFAULT, PENALTIES AND TERMINATION**

### **8.1. Force Majeure**

- 8.1.1. Force Majeure shall mean and be limited to the following:
  - i. War / hostilities
  - ii. Riot or Civil commotion
  - iii. Earthquake, flood, tempest, lightening or other natural physical disaster.
  - iv. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the preferred bidder.
- 8.1.2. The Bidder shall advise CoS by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, CoS reserves the right to terminate this Agreement
- 8.1.3. CoS may extend the Term of the Agreement due to circumstances relating to Force Majeure. Bidder shall not claim any further extension for completion of work. CoS shall not be liable to pay extra costs under any conditions.
- 8.1.4. The Bidder shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations.
- 8.1.5. In the event of any Force Majeure cause, the Bidder shall not be liable for delays in performing their obligations under this Agreement and the delivery dates can be extended to the Bidder without being subject to price reduction for delayed delivered, as stated elsewhere in this Agreement.
- 8.1.6. The Bidder, in the event of any Force Majeure, has to take adequate steps and resume the contracted services to CoS in 15 working days to ensure efficient service independent of the status of any pending Insurance claims
- 8.1.7. It will be prerogative of CoS to decide on Force Majeure conditions and its decision will be binding to the bidder.

### **8.2. Penalty and Termination for non-fulfillment of Contract**

- 8.2.1. If the initial phase of the contracted assignment (i.e. Equipment deployment) is not completed in full within the period as stipulated in the Contract Agreement, penalty at the rates will apply as outlined in penalty schedule

- 8.2.2. In the eventuality of Termination for non-fulfillment of the contractual obligations, the Performance Bank Guarantee furnished by the Bidder will stand forfeited.
- 8.2.3. In the eventuality of Termination for non-fulfillment of the contractual obligations during the contract period, CoS may ask Bidder to take back the material without any additional compensation.
- 8.2.4. In this case, Bidder cannot claim any damages or further payment for any services /goods unpaid. The decision of CoS would be final & binding to the bidder. In case of any dispute, jurisdiction will be Gandhinagar.

## **9. DISPUTE RESOLUTION**

### **9.1. Amicable resolution**

- 9.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably by the Parties.
- 9.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 9.1.3. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties will first be decided by the Project committee and only if amicable settlement is not possible, same shall be referred to arbitration.

### **9.2. Arbitration**

- 9.2.1. Any Dispute, which is not resolved amicably, as provided in Clause 9.1 above within thirty (30) Days of the notice, shall be finally decided by reference to arbitration in accordance with Clause 9.2. Such arbitration shall be subject to the provisions of the Arbitration and Conciliation Act 1996. The venue of such arbitration shall be Ahmedabad and the language of arbitration proceedings shall be English.
- 9.2.2. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this clause 9.2 shall be final and binding on the Parties as from the date it is made, and the Bidder and CoS agree and undertake to carry out such Award without delay.
- 9.2.3. The Bidder and CoS agree that an Award may be enforced against the Bidder and/or CoS, as the case may be, and their respective assets wherever situated.
- 9.2.4. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.



In Witness Whereof, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the Preamble to this Agreement.

[CoS]

By:

Name:

Title:

[Bidder]

By:

Name:

Title:

## **SCHEDULE I COVERAGE OF LOCATIONS/SCHOOLS AS PART OF THIS PROJECT:**

List of District wise schools with no. of classrooms are given separately.

## **SCHEDULE II SCOPE OF SERVICES AND PERFORMANCE MILESTONES**

The Bidder is required to do the following under a contractual obligation with purchasers, Gujarat, herein after called the "Contract" for which Bids are invited. The schedules for the scope of performance and performance milestones will be organized as follows:

- A. Objective of the Project & Equipment Deployment – Schedule II A**
- B. Inspection at Deployment - Schedule II B**
- C. Manpower Deployment & Functional Training – Schedule II C**

## Schedule II A – Objective of the Project & Equipment Deployment

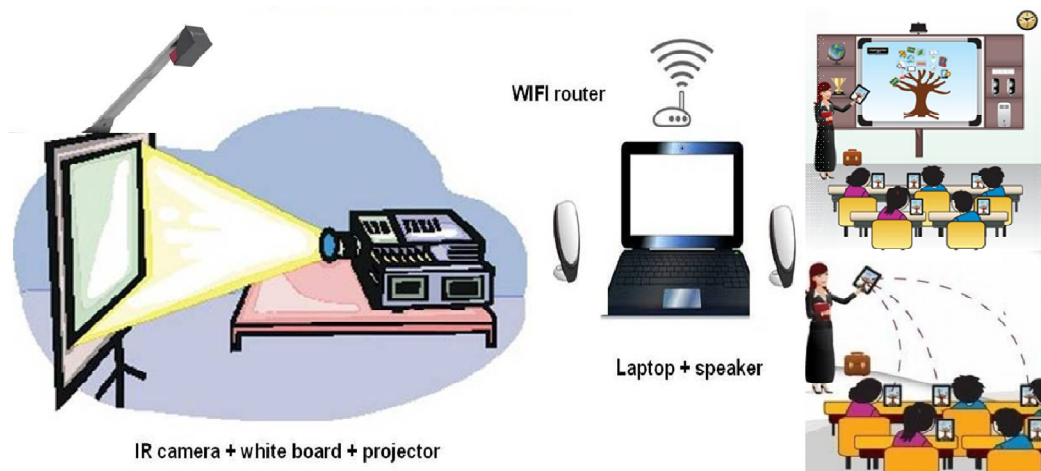
"Smart Education" model is approved for pilot implementation in Secondary Schools along with facilities as under:

- Wi-Fi Internet Connectivity at school
- Projector
- IR Camera
- Laptop
- Speaker
- White Board
- Wi-Fi Router
- LAN Switch with necessary LAN cabling
- Teachers Training and Hand Holding for initial 2 months

This model use whiteboard, a computer/laptop, a projector, IR camera and interactive software for interactivity in classroom, the components/laptops are connected wirelessly or via USB or serial cables. A projector connected to the computer/laptop displays the desktop/laptop image on the whiteboard and IR camera uses high speed image sensors which can intelligently track and learn the environment and allow for a seamless information control with any display with real-time interaction and writing speed without any lag and superior interactive performance. The IR camera accepts touch input from infra red enabled pen. It also helps schools, teachers and students to stand globally competent with the help of education technology.

### What is "Smart Class" Model?

Smart Class is a school digitization Programme to enhance classroom interactivity and teaching-learning process with the help of technology tools, like Projector, Interactive Infrared Camera, Laptop, Speaker, Whiteboard, Wi-Fi Router etc. It aims to reinforce teaching-learning and evaluation process.



### Objectives:

- To enhance classroom interactivity through advancement in teaching-learning process for Teachers and Students

- To reinforce teaching, learning and evaluation process with use of technology
- To make ease of understanding for each unit of curriculum in classroom itself by using technology as a medium

**Requisite Facilities at Classroom under Smart Education Model:**

The package of robust infrastructure is defined by considering schools local conditions and usage level and operational context. Under this model, School Classes would have the facilities as under:

- Wi-Fi Internet Connectivity at school
- Projector
- IR Camera
- Laptop
- Speaker
- White Board
- Wi-Fi Router
- LAN Switch with necessary LAN cabling
- Teachers Training and Hand Holding for initial 2 months
- Maintenance support for hardware through helpdesk

**Out of these facilities, the internet connectivity is already being taken care by Commissionerate of Schools and rests of them are planned to procure under this RFP.**

**Through integrated use of above facilities, the key deliverables are derived as under:**

1. Teachers would have full control on normal whiteboard which is made interactive through integrating all solutions (i.e. Projector, IR Camera with stylus & operating software, Laptop)
2. Teachers would be able to execute all pedagogy tactics (Do, Define, Demo, Evaluation) on interactive whiteboard for enhanced delivery of curriculum
3. Use of e-Content provided by Commissionerate of Schools and Video Content telecast under e-Class project; at teachers-students comfort level
4. Exploring utilization of all Educational Contents, Freeware, Open Source Resources, Online Resources, eContent Created / Tailored by teachers etc. with comfort to teachers up to complete understanding of all students
5. Academic delivery through e-Contents, Audio-Visuals, Digital Textbooks which can be accessed offline (local host), online (Cloud based) as well as on local computer
6. The solution would attract Students to learn and grasp the curriculum with long lasting knowledge
7. The solution would also attract teachers to use the solution seamless by recording video lectures on board, tailoring online resources as per the need of children etc.
8. Inspiring teachers to do innovations for academic delivery to address need of children to achieve learning level of each individual

## Implementation Process:

Initially, it is decided to implement the project in 1028 schools. For this implementation, this RFP is floated for supply, installation, maintenance & functional training. A help desk setup is required for entire project duration to support the teachers for resolving problems of hardware and software. As teacher has key role and accountability under project, the project monitoring methodology would be fully digital in form of Mobile Application as well as Web Application to give handy tool to teacher for sharing inputs, feedback and monitoring project status at all level. The Mobile application as well as the web application is being developed by Commissionerate of Schools separately and bidder is not required to provide any services for mobile and web application.

### I) Smart Education Hardware, Software and connected accessories

#### ➤ Laptop

<b>Processor</b> – 7 <sup>th</sup> generation Intel® Core™ i5 Processor (3M Cache, 2.4 GHz)
Motherboard with Integrated Chipset with Processor or better
4 GB DDR3 SDRAM 1333 MHz / DDR4 @ 1866 MHz ( 1 slot should be free)
1TB SATA HDD with 7200 RPM
Screen: 13.3"/14"/15.6" or higher LED B/L Display with 1366*768 resolution , contrast ratio: 300:1, Brightness 200nits
Graphic Card with minimum 1 GB memory
<b>Wired Communication:</b> Integrated 10/100/1000 Mbps Gigabit Ethernet.
<b>Wireless Communication:</b> Integrated Wireless LAN 802.11 b/g/n & Blue tooth
<b>Optical Drive:</b> DVD +/- RW (Internal/External)
Inbuilt Web Cam era
<b>Mandatory Ports:</b> 3 USB (including 1 USB 3.0 port), 1 Head Phone jack & Micro Phone jack / Headphone & Microphone Combo jack, 1 RJ-45, Card Reader, 1 HDMI port
<b>Optional Ports:</b> 1 PC card slot- PCI Express, 1 S-video, 1 RJ-11
Pre-loaded licensed Microsoft Windows 10 Pro. National Academic edition (under shape the future program) Operating System with Latest service pack.
<b>Certifications:</b> RoHS, Latest Energy Star Compliant
3 or more Cell Lithium-Ion / Lithium-Ion Polymer battery with minimum 4 Hours of battery back-up time
OEM carry case
Weight of the laptop : less than 2.5 kg

➤ **Projector**

Features	Specifications
Resolution	XGA (1024 x 768) or better
Brightness	5000 lumens at ANSI level or higher
Contrast Ratio	2000:1 or above
Technology	LCD
Lamp life hours in standard mode	Minimum 3000 hours or better
Zoom Facility/Focus	Required
Key stone	One way must
Video Compatibility	Required
Mounting	Front, Rear, Ceiling, Desktop/Laptop
Remote	Full function remote with battery
Power supply	240V AC, 50 Hz
Input	Computer, Video ( Optional), HDMI, Audio In, USB ( preferred)
Accessories	<ul style="list-style-type: none"> <li>• Ceiling Mount Kit - Ceiling mount kit for Projector</li> <li>• Power cable , VGA Cable , HDMI Cable, Audio Cable &amp; Video Cable with required length</li> <li>• Manual &amp; CD, Professional Laser Pointer, Guide, Lamp kit</li> </ul>

**Note :**

1. **Bidder will have to install the projector on ceiling and provide necessary cables & other accessories for mounting the projector on ceiling.**
2. **Projector should be fit at a distance where projection screen should cover the white board.**

➤ **IR Camera**

Particulars	Specifications
Simultaneous Touch points	4 or higher
Connectivity Interface	USB / HDMI
Calibration	Automatic as well as Manual
Interactive response	Real time interaction and writing speed with response time less than 500 ms.

Features	
<b>Interactive Area</b>	Tracking Active Area/active screen area must be Minimum 80 inches diagonal or higher with Interactive size of minimum 80 inches or more.
<b>Calibration</b>	Should be enabled with auto-calibration as well as manual calibration features.
<b>External light source disturbance</b>	Should be able to cut-off any stray light disturbance on the interactivity
<b>Aspect-Ratio Independent</b>	can use a 4:3, 16:9, or any other aspect ratio as required
<b>Pen/Stylus</b>	Minimum 3 hrs continuously work after full charging
<b>Writing Performance</b>	Smooth and rounded writing experience
<b>IR Camera Stand</b>	Metal Body

➤ **Software for Interactive facility**

Software for Interactive facility
1. Should Support multi touch & multi writing
2. Should support Gesture Recognition like zoom, pan, tilt, flicks etc.
3. Native handwriting recognition of English (on Windows OS platform)
4. Should have the following interactive tools/features like Pen, Eraser, spot light, curtain, shape recognition, shape editing, auto grouping, minimum 256 colour options for annotation, colour bucket, back ground pattern, lines & arrows, screen capture tools (freehand capture is must), import / export files, recycle bin, unlimited pages, Cut & Paste, page navigation, save page(s), Undo/Redo, Geometric Tools like protractor, compass, ruler etc.
5. Shape-recognition up to six-sided figures
6. Should capable to annotate on any 3rd party applications
7. Should have recording feature
8. Capability of taking Snapshot from running video (on Windows OS platform)
9. Preferred if have "Cloud Access" in Interactive Whiteboard Application to access filtered free educational content on any topic in the world

➤ **White Board**

80" diagonal size of marker writing board with aluminium section trim in powder coated matt finished paint with wall mount kit.
Bidder will have to mount white board on the wall

➤ **Speaker**

<b>Speaker</b>	
Package	1 Subwoofer + 2 Satellite speaker
Frequency	Speaker: 200Hz-20KHz, Main Unit: 40Hz-170Hz
Bass up/down	±10dB
Input & Output Jack	RCA Jack
Power Output	50 W + 25 W x 2 (100 W PMPO).
Impedance	4 Ω
Power Supply	AC 200V ~ 240V / 50Hz
Others	AUX audio input compatible with DVD/PC/TV
	Power type indicator LED
	Rotary type Volume control
	2.1 Channel multimedia speaker compatible
<b>Note:</b> Bidder will have to install the two satellite speaker on the opposite wall of white board with necessary wiring.	

➤ **Wireless ADSL2+ Broadband Router with 4#10/100Base-TX Ethernet Port**

<b>Wireless ADSL2+ Broadband Router with 4#10/100Base-TX Ethernet Port</b>	
Features	Device Should have multiple WAN Port (RJ-11 & RJ45) ADSL, DSL, USB Port
	4# 10/100BASE-TX Ethernet Ports with auto MDI/MDIX
	Built-in 802.11n Wireless Lan Support 802.11b/g/n standards speed up to 300Mbps
	WPA/WPA2 (Wi-Fi Protected Access) security.
	To be supplied with supported power adaptor

➤ **Others**

**Necessary electrification in the class room with ISI makes plug socket and switch for all the required IT equipments to be installed in class room.**  
**Agency will have to provide surge protection extension board with fuse to restrict damage to hardware equipment due to the voltage fluctuation problem at school.**



**Some school might have 1 class room or some school might have more than one class room where these Smart Education equipments are required to be installed. Hence bidders are requested to do peer to peer LAN cabling by using appropriate number of port LAN switch with necessary LAN Cabling works including PVC casing Capping / Pipe with all accessories along with Laying.**

**Equipment Deployment:**

The selected bidder needs to provide the class wise hardware, software and connected accessories as per the following:

- To provide Smart Education hardware for every school and 1 TSP for every 5 school for 2 months as per infrastructure listed in **Table-A**.

**Table-A:**

<b>Sr. No.</b>	<b>Item</b>	<b>Unit</b>
1	Projector	1
2	Laptop	1
3	IR camera	1
4	Speaker	1
5	White Board	1
6	Wireless ADSL2+ Broadband Router with 4#10/100Base-TX Ethernet Port (per school)	1
7	Necessary Electrification & LAN Switch with LAN cabling	As required

In addition to the numbers per school, the following conditions also need to be prescribed to by the Bidder:

1. Supply of Hardware, Software and connected accessories (must be brand new and unused) as prescribed in the tender document for a contract period of 5 years.
2. Bidder must quote for all items.
3. To provide, install and maintain in working condition the hardware, software and necessary infrastructure get insurance in the name of purchaser at bidder's cost against theft and fire or any other natural calamities of the Smart Education hardware and the accessories.
4. In case of theft and fire, bidder has to take adequate steps and resume the contracted services to CoS in 15 working days after receiving the copy of FIR complaint from school principal.
5. Bidder will have to facilitate to install e-contents / any other software provided by CoS / School in all requisite hardware.
6. Bidder will ensure that logo as approved by CoS is included in start screen of laptop.
7. The operating system and other software packages shall be upgraded by bidder from time to time as and when upgraded version of operating system is available.
8. To undertake preventive maintenance in the allotted primary schools for the hardware, software and connected accessories) as prescribed in the approach and methodology for a contract period

9. Warranty: Comprehensive onsite warranty for 5 years from the date of installation of equipments
10. If any equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.
11. Offer free maintenance services shall be provided during the period of contract. The response time for addressing the complaints shall be as per incident based schedule
12. The school will log the complaints to helpdesk & update in the complaint register maintained at the school. The format of lodging the complaint need to be devised in consultation with school/CoS in local language.
13. The equipment deployment must adhere to the implementation schedule outlined in Schedule III implementation schedule
14. Before disposal of the assets at the end of the contract period, the user department reserves a right to do a random check of minimum 2% to 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.
15. Bidder will have to provide 5 years warranty for supplied hardware/ software and other peripherals.

## **Schedule II B – Testing of equipments at deployment**

- The verification of the Smart Education hardware will be carried out in the manner as decided by GIL. The proper inspection facility has to be provided by the supplier(s) at their cost.
- Post the commissioning of the equipments, school administration will inspect the system in its entirety in the schools and will be signed off by service provider and school principal on installation especially if content has been loaded in the computer.
- School administration to inspect hardware installation – within 7 school working days of installation communication by service provider
- **The bidder will have to offer the inspection in the manner as decided by GIL** before delivering to the at respective sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied ( if applicable) for back to back warranty support as per tender terms & conditions.
- Successful bidder has to paste non-removable sticker on all line items with details of Tender no., bidder's name, address, contact detail, service centre/ help line number and warranty expiry date.

## **Schedule II C – Manpower Deployment:**

Bidder to provide the following personnel to manage the project on a full time basis:

**The bidder has to depute one dedicated resource who will co-ordinate for the implementation of the project and to provide periodic feedback and reporting to the Government authorities from project inception to end of handholding period.**

**Bidder shall also provide 1 TSP per 5 schools for the period of 2 months. The TSP will have to provide teacher training, handholding and Maintenance in each school starting from the date of installation and commissioning of all hardware, software and connected accessories throughout the Term of this Agreement.**

### **Education Qualification of TSP:**

- Graduate with computer course certification (exception of having HSC with computer course certification for select backward districts)
- 1 to 2 year Diploma in Computers or any other equivalent qualification in Computer Science/Computer from a recognized institute.
- Certifications like DOEACC 'O' / relevant certifications from Electronic SSC preferred.
- 1 – 2 years experience (hardware repairing experience preferred)
- Experience in operations, teacher training, interactive learning pedagogy and maintenance will be preferred

### **Bidder's Roles & Responsibilities for the Project.**

- To ensure smooth implementation of the project
- Monitoring of Project deliverables
- Infrastructure maintenance at the school level
- Ensure to keep all the hardware and software in operational condition
- To send periodic reports to CoS monitoring team
- Conduct weekly review meeting project leader and identify areas of improvement
- Vendor Management to ensure the hardware has high uptime as per the project requirement
- To visit Schools on regular basis to check the execution
- To get the desired data, reports on time always and to send monthly report to State Government/CoS/district offices through BRCs/ CRCs using MIS.
- To close all alerts within 1-2 days
- To ensure for the provision of user's functional training to teachers for the period of 2 months
- Send Monthly reports to Head office and participate in the monthly review
- To ensure the contractual obligations are met as per agreement
- MIS requirements from the Government are met
- Liaison with the government for submission of monthly reports, bill and timely collection of payment.

- Interaction with the Government on a regular basis to update the progress of the Project
- Attend all Monthly Review meetings

**Bidder shall facilitate CoS in conducting periodically seminars at the local district level to outline the key stakeholders on the Smart Education progress. The Bidder shall ensure that there is participation of the respective PM and also co-ordinate with the local administrative bodies for their presence.**

## **Schedule II D – User’s Functional Training**

The vendor to conduct user’s functional training as below:

Basic functional training in IT, hardware and software usage should be provided to user as per the scope of work of RFP.

The core objectives of this functional training are:

- The user becomes capable of using Smart Education hardware for normal operation & installing, operating & using the software.
- User understands the usage of the Projector, IR camera, white board, etc
- The user understands the manner in which the topic is dealt with the answer questions/queries from students on the topics.
- The user should be able to make his/her own lesson plans using the software developed
- Document management
- Spreadsheet usage
- Use the Internet facility available in the school and send e-mails
- Integrating IT assessment with course delivery
- Skilled to handle basic trouble shooting with the hardware

### SCHEDULE III – IMPLEMENTATION SCHEDULE

Bidder to adhere to the below tabulated implementation schedule (where days refers to school working days) for the scope of services and give their acceptance for the same when signing the contract:

Scope of work	Time Line (in working days)	Activities
Signing of contract	T	
Installation & Commissioning	T+60	100% of installation and commissioning after inspected by GIL
Manpower deployment	T+61	TSP should be deployed immediately after completion of installation and commissioning. Provide handholding for 2 months as per the SLA Helpdesk functional after installation and commissioning

## **SCHEDULE IV INDICATIVE INFORMATION REPORTING OBLIGATIONS**

### **A. Information Logs to be maintained at School by Bidder**

The following information logs need to be maintained and updated by the Bidder at individual school level. These logs will be monitored by CoS.

1. Downtime register
2. Usage of the Smart Education equipment – no. of hours utilized daily
3. Helpdesk and service contact points
4. Quick trouble shoot guides
5. Adherence to timetable
6. Equipment list and their free service dates
7. Preventive maintenance schedule

### **B. Monthly reports to be submitted by Bidder to CoS**

The following monthly reports need to be maintained and updated by the Bidder at individual school level. These logs will be monitored by CoS and the TPA.

1. Equipment downtime and service timelines report
2. Key faults that have caused the equipment downtime
3. Usage of the Smart Education equipment – no. of hours utilized daily
4. Preventive maintenance reports

The data logs and information shared by the bidder with the CoS may be verified by the CoS at any time. Any inconsistencies observed will attract a penalty based on the incident at the discretion of the CoS.



## **SCHEDULE V PAYMENTS AND PENALTIES**

### **A. Payment for Goods and Services**

The payment structure for the vendor for the goods deployed and services rendered shall include the following components:

#### **Payment Structure:**

- Hardware payment
  - No advance payment will be made.
  - 30% Payment against the inspection and delivery of equipments at schools. The inspection will be done as decided by GIL
  - 30% Payment on successful Installation & Commissioning.
  - 10% Payment on completion of first 6 months after commissioning.
  - 10% Payment on completion of 9 months after commissioning.
  - 5% Payment on completion of 2<sup>nd</sup> Year.
  - 5% Payment on completion of 3<sup>rd</sup> Year.
  - 5% Payment on completion of 4<sup>th</sup> Year.
  - 5% Payment on completion of 5<sup>th</sup> Year.
  - All payments to be linked to SLA performance
  
- TSP handholding payments: 100 % payment after successful 2 months handholding

All payments will be subject to tax as applicable at the prevailing tax rates and TDS as per applicable rules will be deducted.

CoS reserves the right to monitor the Bidders' payment to the resources in the manner outlined below in the case of any discrepancies.

The Bidder has to operate the manpower salary account in the manner as follows for CoS monitoring (if required):

- Shall transfer the first payment towards the remuneration of manpower to the escrow account
  
- Bidder shall provide the bank with the list of names of the employees, along with instructions to issue the NEFT in favour of the employees. On receiving such a list and instructions, the Bank shall release the payment in favour of the respective employees. In exceptional cases where NEFT in favour of any employee would not be possible, the Bank shall issue cheque in favour of name of respective employee submitted by the Bidder and in such cases NOC shall be issued by CoS on submitting proof by the Bank for clearance of cheque, if any.

- Bidder shall provide the list of names of the employees with their bank account numbers, bank name and branch with IFSC codes and other pre-requisite information required by the Bank to issue the NEFT in favour of the employees with all the latest updates of employee leaving and joining the Bidder.
- Thereafter, the Bank shall submit the proof of salary disbursement to CoS in respect of the employees of the Bidder. Thereafter, CoS shall issue NOC to the Bank towards the utilization of balance funds, if any.

Bidder to ensure minimum salary of Technical Service Personal (TSP) as per the prevailing minimum wages fixed by State / Central Government.

## **B. ASSIGNING OF THE CONTRACT IN WHOLE OR IN PART**

The contractor shall not assign the contract in whole or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any part thereof is permitted.

## **C. PERFORMANCE BANK GUARANTEE**

1. Within 15 days of receipt of letter of acceptance the successful bidder shall submit to the purchaser a Performance Bank Guarantee amounting to 5% of the total order value in favour Commissioner, Commissionerate of Schools, Gandhinagar payable at Gandhinagar as mentioned in the bid.
2. The rates quoted by the bidder if found seriously unbalanced the employer shall ask for payment of additional Performance Bank Guarantee to protect the employer against financial loss.
3. If the bidder fails to furnish the Performance Bank Guarantee in the format specified, within 15 (fifteen) days and sign the contract agreement from the date of receipt of the notification of award/LOI, the EMD furnished by such bidder may be forfeited.
4. Within 15 (fifteen) days of receipt of the notification of award/LOI, the successful Bidder shall sign and date the Contract and return it to the CoS. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the Preferred Bidder shall be referred to as "Bidder".
5. The Performance Bank Guarantee furnished by the successful Bidder in respect of his/her bid will be returned to him/her at the expiry of six month from the end of the contract period or date of last payment whichever is later, subject to the satisfactory performance of the contractual obligations.
6. If the Preferred Bidder after signing the Contract fails to perform any contractual obligation, the Performance Bank Guarantee furnished by the bidder will be forfeited.

7. Failure of the preferred bidder to comply with the requirement of Clauses 1 and 4 shall constitute grounds for the annulment of award and forfeiture of EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
8. The Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

**Limitation of Vendor's Liability:** Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

#### **D. PENALTY SCHEDULE**

Penalty schedule for various performance parameters as below:

**1. Equipment deployment delay:**

- Per school per day Rs. 5,000 for deployment delay.
- If delay is more than 7 days, penalty will be as follows:
  - From 8th day to 14th day, penalty would be levied @150% (Rs. 7,500)
  - From 15th day onwards penalty @ 200% (Rs. 10,000) of the per day penalty amount
- The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- Delay in excess of 4 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

**Note: Penalty will be jointly calculated & deducted for all schools.**

**2. Equipment downtime: Per day charge for downtime**

- During warranty period, if the complaint is not resolved within 3 working days, the penalty of Rs. 500 per day for Laptops, Projector, IR Camera and penalty of Rs. 200 per day for other peripherals will be levied. However, if the complaints not resolved within 7 working days then from 8<sup>th</sup> working day to 14<sup>th</sup> working day, penalty would be levied @ 150% and from

15<sup>th</sup> day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value.

Penalty will be claimed from PBG & hold payment during warranty period.

**Note:**

- Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of (for warranty period + extra 3 months) as per bid requirements. In any case, bidder is required to maintain 5% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.

For example, For 5 years warranty "X" amount of penalty will be claimed during the 5th month of contract period ( for , then bidder is required to submit the additional PBG of "X" amount for the period of 58 months i.e. 63 months - 5 months.

**3. TSP absence / non-deployment during the period of 2 months:**

- 1 day leave per month per school is allowed. Afterwards, if TSP will absent for
- 2 days continuous absent - Rs. 300 per day per school
- 3 day continuous absent - Rs. 1000 per day per school
- 7 days continuous absent - Rs. 2500 per day per school
- > 7 days – joint penalty (Ex. If TSP is absent for continuous 11 days then penalty will be 7 days + 3 days + 1 day = 11 days 2500+1000+300= Rs. 3800)

## SCHEDULE VI

### PROFORMA OF CONTRACT-CUM-EQUIPMENT

#### Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. .... having Principal Office at ..... (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No..... Dated ..... issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, \_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby

guarantee to undertake to pay the sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the OWNER/PURCHASER on demand  
at any time up to \_\_\_\_\_ without a reference to the SELLER. Any such demand made by  
the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any  
difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of  
the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to  
be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall  
have the fullest liberty without affecting in any way the liability of the Bank under this guarantee  
from time to time to extend the time for performance by the SELLER of the aforementioned  
CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this  
guarantee, to postpone from time to time the exercise of any powers vested in them or of any right  
which they might have against the SELLER, and to exercise the same at any time in any manner,  
and either to enforce to forebear to enforce any covenants contained or implied, in the  
aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other  
course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the  
OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by  
reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any  
other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this  
Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against  
the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER  
may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to  
and including \_\_\_\_\_ and shall be extended from time to time for such period as may be  
desired by the SELLER on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks : All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time

## CONTRACT FORM

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 \_\_\_\_ Between \_\_\_\_\_ (*Name of purchaser*) of \_\_\_\_\_ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (*Name of Supplier*) of \_\_\_\_\_ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
  - 2.2 terms and conditions of the bid
  - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure :

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser)

in the presence of \_\_\_\_\_



Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Supplier)

in the presence of \_\_\_\_\_

**SCHEDULE VIII**

**Warranty Certificate of OEM**

**Warranty Certificate**

**To Whom So Ever It May Concern.**

This is to certify that we have supplied the following equipments to **Bidder Name** for onward delivery to the various parties who have placed orders under GIL for Tender for \_\_\_\_\_ Tender no.\_\_\_\_\_. And all the equipments are under 5 Years of comprehensive warranty from Manufacturer.

<b>Sr.No</b>	<b>Item Name</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>	<b>Serial No of Equipments.</b>
1					
2					
3					

We hereby agree & confirm that the above equipments are under 5 years of comprehensive onsite warranty from us.

Signature of Managing Director / Director

Name of Managing Director / Director:-

DIN of Managing Director / Director:-