

GUJARAT INFORMATICS LIMITED
A Government of Gujarat Company



REQUEST FOR PROPOSAL

RFP No.: GIL\GCEE - SSA\Gyankunj \2019

Volume I - Instructions to Bidders

**Implementation of Gyankunj in Government Elementary Schools
within the State of Gujarat including Supply of Hardware,
Operating Software and Maintenance of the Systems for 5 years
on behalf of Gujarat Council of Elementary Education (GCEE),
Education Department, Government of Gujarat**

Pre-bid Meeting: 21.01.2019 on 1500 hours

**Venue for Pre-bid Meeting : Gujarat Informatics Ltd, Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A, Gandhinagar**

Last Date of Submission of Bid: 01.02.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 01.02.2019 till 1500 hours

Date of Opening of Technical Bid: 01.02.2019 on 1700 hours

NOTE

Gujarat Council of Elementary Education (GCEE), Education Department, Government of Gujarat (GOG) intends to introduce Gyankunj in 6000 numbers of Government Elementary Schools within the framework of Sarva Shiksha Abhiyan (SSA). Gujarat Informatics Ltd (GIL), on behalf of Gujarat Council of Elementary Education - Sarva Shiksha Abhiyan (GCEE - SSA) invites proposals for the implementation of Gyankunj in Government Elementary 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. Physical 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,
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010.
Phone: 079 - 23256239 Fax : 079 - 23238925
E-mail: viveku@gujarat.gov.in;

DISCLAIMER

This Request for Proposal (RFP) is issued by Gujarat Informatics Limited (GIL) on behalf of Gujarat Council of Elementary Education (GCEE), Education Department, Government of Gujarat to identify Service Provider (s) to implement a Gyankunj Project in 6000 Government Elementary Schools within the framework of Sarva Shiksha Abhiyan (SSA). 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 and support for implementation of Gyankunj in 6000 Government Elementary Schools within the framework of Gujarat Council of Elementary Education (GCEE).

This RFP is not an agreement and is neither an offer nor invitation by GIL or GCEE - SSA to the prospective Bidders or any other person. The issue of this RFP does not imply that the GIL or GCEE - SSA is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and the GIL/GCEE - SSA 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/GCEE - SSA 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, GCEE - SSA 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, GCEE - SSA 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, GCEE - SSA 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/GCEE - SSA 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/GCEE - SSA, 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/GCEE - SSA 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/GCEE - SSA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder. GIL/GCEE - SSA 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 I – Instructions to Bidders

This section specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provides information on submission, opening, evaluation of Proposals and award of Project

1. INTRODUCTION

1.1. Project Gyankunj

The objective of this project is to achieve enhanced interactivity in teaching-learning process of classrooms and reinforce teaching, learning and assessment through school digitization with help of interactive system encompassing software and hardware. Gyankunj project is required to be implement in 6000 Nos. of Government Elementary Schools.

Gyankunj Concept, Model, Methodology & Expected Outcomes

Background:

"Gyankunj " model is approved for implementation in Classes along with facilities as under:

- Whiteboard
- Interactive Projector
- Laptop
- Speakers
- Learning Management System with analytics for application software usage
- Software Application to update e-content through Internet Connectivity
- Necessary Electrification

Above model uses whiteboard, Interactive Projector, Laptop, Speakers for interactivity in classroom. The components/laptops are connected wirelessly or via USB or serial cables.

What is "Gyankunj" Model?

Gyankunj is a school digitization Programme to enhance classroom interactivity and teaching-learning process with the help of technology tools. 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 this 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
- Whiteboard
- Interactive Projector
- Laptop
- Speaker
- Learning Management System with analytics for application software usage
- Software Application to update e-content through Internet Connectivity
- Wi-Fi Router
- LAN Switch with necessary LAN cabling
- Maintenance support for hardware

Out of these facilities, the internet connectivity & LAN cabling is already being taken care by Gujarat Council of Elementary Education (GCEE) and rest of them are rendered to procure under this RFP.

In the financial bid section, bidder must quote all line items along with Technical resource price as mentioned in financial bid.

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

1. Teaching is made interactive through integrating all solutions
2. Teachers would be able to execute all pedagogy tactics (Do, Define, Demo, Evaluation) for enhanced delivery of curriculum
3. Use of e-Content provided by Gujarat Council of Elementary Education (GCEE) and Video Content telecast under e-Class project; at teachers-students comfort level

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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:

It is decided to implement the project in 6000 schools. For this implementation, this RFP is floated for supply, installation & maintenance & operational support services. 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 Gujarat Council of Elementary Education (GCEE) separately and bidder is not required to provide any services for mobile and web application.

1.2. Context

Gujarat Informatics Ltd (GIL), on behalf of Gujarat Council of Elementary Education (GCEE), Education Department, Government of Gujarat (GoG) intends to implement the Gyankunj in 6000 Government Elementary Schools within the framework of Gujarat Council of Elementary Education (GCEE) as per the terms and conditions detailed in this Request for Proposal (RFP)

- 1.2.1. Total of 6000 number of schools is proposed to be covered under this Project which will be indicated separately.
- 1.2.2. The scope of work and responsibilities of the Service Provider(s) selected is detailed under Volume II Contract of the RFP and will cover (a) Provision of computer hardware, operating system software, application software and connected accessories.

1.3. Brief description of bidding process

- 1.3.1. Bidders are called upon to submit their Proposal in respect of the Project, in accordance with terms and conditions of the RFP. Bidders are requested to refer to read both the volumes of the RFP and read Volume I – ITB in conjunction with Volume II –Contract of this RFP. In the event of any discrepancy between the documents, the terms mentioned in the Volume II –Contract shall prevail.

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- 1.3.2. The selection of Service Provider (s) for this project is envisaged through an electronic bidding process. Technical and Commercial Bids are invited from the eligible parties, to participate in the electronic bidding process, adhering to the terms and conditions of this RFP.
- 1.3.3. Interested and eligible Bidders are required to upload on <https://gil.nprocure.com>, the Response to Pre-qualification requirement, Technical Proposal and Commercial Proposal(s). In addition, the Demand Drafts/Bank Guarantee for EMD and Bid Processing Fee must be delivered to GIL on or before the Due Date and Time.
- 1.3.4. The Response to Pre-qualification requirements, EMD and Bid Processing Fee will be opened on the Date & Time specified in this RFP, in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for GIL, the due date for submission and opening of bids will be the following working day at the appointed times.
- 1.3.5. The summary of various activities with regard to this invitation of bids are listed in the Exhibit 1.1 below. While GIL/GCEE - SSA shall endeavor to adhere to activities and dates specified in Exhibit 1.1, they reserve the right to change / modify the steps and the timelines of the bidding schedule as they deem necessary. The same will be intimated through issue of Addendum to the RFP on <https://gil.nprocure.com>

EXHIBIT 1.1 INDICATIVE BIDDING SCHEDULE

1	Bid Reference Number	GIL\GCEE - SSA\Gyankunj\2019
2	Date & Time of Pre-Bid Meeting	21.01.2019 on 1500 hours
3	Last date & Time for submission of Bids	01.02.2019 up to 1500 hours
4	Date & time of Opening of Bid	01.02.2019 at 1700 hours
5	Date & Time of opening of Technical & Commercial Proposals	Will be intimated to Qualified bidders at a later date.
6	Venue of opening of Technical and Commercial Proposals	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010.
7	GIL Contact Person	DGM (Tech.), GIL
8	Bid Processing Fees(non-refundable)	Rs. 17,700/-
9	Earnest Money Deposit (E.M.D.)	Rs. 3,00,00,000/-

1.4. Contents of Request for Proposal (RFP)

- 1.4.1. GIL/GCEE - SSA are hereby inviting Proposals from interested Bidders through this RFP. The RFP is organized in two volumes as given below:

- a. Volume I – Instructions to Bidders

b. Volume II – Contract

- 1.4.2. This document contains **Volume I – Instructions** to Bidders of the RFP which is one part of the entire RFP. Bidders are advised to read and review the information contained in both volumes of RFP (including Volume II –Contract) taken together and adhere to terms and conditions prescribed while submitting their Proposals.
- 1.4.3. Bidders may note that GIL/GCEE - SSA will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 1.4.4. The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or submission of a Proposal not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

1.5. Pre-Bid Meeting

- 1.5.1. GIL/GCEE - SSA proposes to hold a Pre-Bid meeting, on 21.01.2019 to discuss issues related to the Project with all the prospective Bidders. GIL/GCEE - SSA at its discretion may also hold further discussions with the prospective Bidders to finalize the technical/ commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.
- 1.5.2. Prior to the Pre-Bid meeting, Bidders may submit a list of queries and propose deviations, if any, to the RFP at GIL in written. Any queries or request for additional information concerning this RFP shall be submitted in writing on or before 5 days prior to the date of Pre-Bid meeting by speed post or by fax or by e-mail (viveku@gujarat.gov.in) to DGM(Tech), Gujarat Informatics Ltd., Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010. The communications shall clearly bear the following identification/ title: "**RFP - GIL\GCEE - SSA\Gyankunj \2019**".
- 1.5.3. GIL will clarify and issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date.
- 1.5.4. GIL/GCEE - SSA shall endeavour to upload the queries and responses on <https://gil.nprocure.com> before the RFP Due Date. However, GIL/GCEE - SSA reserves the right not to respond to any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring GIL/GCEE - SSA to respond to any question or to provide any clarification.

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- 1.5.5. To facilitate evaluation of Proposals, GIL/GCEE - SSA may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through email or fax. Such clarification(s) shall be provided within the time specified by the GIL/GCEE - SSA for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, GIL/GCEE - SSA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its' understanding and that of its advisors. The Bidder shall be barred from subsequently questioning such interpretation of the GIL/GCEE - SSA.
 - 1.5.6. GIL/GCEE - SSA shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

1.6. Amendment of RFP

- 1.6.1. At any time prior to the deadline for submission of bids, the GIL may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP by amendment.
- 1.6.2. The amendment will be notified on our websites <https://gil.gujarat.gov.in> & <https://gil.nprocure.com>. All Addendum thus issued shall be deemed to be part of the RFP.
- 1.6.3. Verbal clarifications and information given by GIL/GCEE - SSA or its employees or representatives shall not in any way or manner be binding on GIL/GCEE - SSA.
- 1.6.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the GIL may, at its discretion, extend the Proposal Due Date.

2. GENERAL CONDITIONS

2.1. General responsibilities of Bidders

- 2.1.1. As far as possible, Bidders shall consider information provided in the RFP for preparing their Proposal. However it is strongly recommended to the Bidders to carry out their own due diligence based on their own inputs for submission of Proposals. Bidder shall be wholly responsible for all the details and basis of its Proposal. In essence, after the Proposal is submitted, the Bidder shall be responsible for all assumptions of the data, which forms the basis of the Proposal and no claims shall lie regarding the veracity of the data or designs and drawings given in the various sections and volumes of the RFP documents.
- 2.1.2. Prior to submitting the Proposal, Bidders are advised to visit and examine the project, obtain and ascertain for themselves information necessary for preparing their Proposal. Bidders shall be deemed to have full knowledge of the Project, if Bidder submits a Proposal for this Project.
- 2.1.3. The Bidders shall be responsible for all arrangements and shall release and indemnify GIL/GCEE - SSA and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP or Project.
- 2.1.4. The Proposals would be evaluated based on the details furnished in the Proposal. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. GIL, GCEE - SSA or any of its consultants/advisors reserve the right to verify any or all information submitted by the Bidder. GIL/GCEE - SSA decision regarding any Bidder's eligibility or otherwise shall be final and binding and GIL, GCEE - SSA or any of its consultants/ advisors would be under no obligation to inform any Bidder of the grounds of such decision.
- 2.1.5. Bidders shall provide evidence of their continued eligibility; in accordance with the "Pre-qualification requirements" which is satisfactory to GIL/GCEE - SSA. GIL/GCEE - SSA may request additional information from the Bidder till signing of the Contract. A Bidder may be disqualified if it is determined by GIL/GCEE - SSA at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Pre-qualification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.

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- 2.1.6. To assist in the examination, evaluation, and comparison of Proposals, GIL/GCEE - SSA may, at its discretion, ask any Bidder for clarification. GIL/GCEE - SSA may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to GIL/GCEE - SSA.
 - 2.1.7. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the "Preferred Bidder" has been announced. Any effort by a Bidder to influence GIL or GCEE - SSA or any of its consultants/advisors processing of Proposals or award decisions may result in the rejection of the Proposal.
 - 2.1.8. GIL/GCEE - SSA will check Bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Proposal provided in the original would be considered correct and binding. Any such corrections made by GIL/GCEE - SSA shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Proposal, GIL /GCEE - SSA may reject the Proposal and forfeit the EMD.
 - 2.1.9. It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of requirements and other information set forth in this RFP and made a complete and careful examination of the various aspects of the Project, all matters that might affect the Bidder's performance under the terms of this RFP and acquainting itself with Laws, Rules and Regulations thereto relevant to the Project.

2.2. Fraud and Corrupt Practices

- 2.2.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, GIL/GCEE - SSA shall reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2.2.2. Without prejudice to the rights of the GIL/GCEE - SSA, if a Bidder is found by GIL/GCEE - SSA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or

RFP issued by the GIL/GCEE - SSA during a period of subsequent 2 (two) years from the due date of this RFP.

2.2.3. For the purposes of **Clause 2.2.2**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GIL/GCEE - SSA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the GIL/GCEE - SSA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of GIL/GCEE - SSA in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by GIL/GCEE - SSA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.3. Conflict of Interest

2.3.1. Bidders shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. An Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

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- a. Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 10% of its paid up and subscribed capital; or
 - b. A constituent of such Bidder is also a constituent of another Bidder; or
 - c. Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - d. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - e. Such Bidder has participated as a consultant to GIL/GCEE - SSA in the preparation of any documents, design or technical specifications of this Project.

3. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

3.1. Bidding Entity

- 3.1.1. For participation in the bidding process and submitting Proposals, Bidders should be a private or public limited company. The term 'Bidder' used in the RFP would therefore apply to a single entity.
- 3.1.2. A Bidder that is under a declaration of ineligibility by Government of Gujarat at the date of submission of the Proposal or thereafter shall be disqualified.
- 3.1.3. All Bidders shall provide such evidence of their continued eligibility satisfactory to GIL/GCEE - SSA as they shall reasonably request.
- 3.1.4. The bidder is preferred to have service capability within area of operation and if not should agree to provide the facility at the time of contracting

3.2. Eligibility Criteria for the bidder

- 3.2.1. The Eligibility Criteria for the Bidder are given below:

A. Financial Turnover

- 3.2.2. The bidder should be ICT system Integrator or an Edutech company or any other company in the business of ICT in India and should be in existence since last 3 years.
- 3.2.3. The Bidder must have average annual turnover of Rs. 300 crores for last three financial Years (2015-16, 2016-17, 2017-18). The copies of Audited Annual Accounts/Statutory CA Certificate for last three years shall be uploaded along with the bid. In case bidders do not have **audited** Annual Account report of Year-2017-18, then bidder will have to submit CA certified provisional Annual Account report of year 2017-18.
- 3.2.4. The bidder should have positive Net worth in last financial year. CA certificate mentioning net worth of the bidder should be enclosed.

B. Other Eligibility Criteria

- a. The bidder must have one office in Gujarat. 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 do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.**
- b. The bidder should be authorized by its OEM for Interactive Projector, Laptop to quote the bid.

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- c. The Original Equipment Manufacturer (OEM) of the products quoted against this RFP should be ISO 9001:2008 Process Certified OEM for manufacturing. ISO certificates are required for Laptop.
- d. a) Bidder should have capacity & experience for implementation and monitoring smart classroom project (supply of similar hardware component in the RFP in India); **AND**
- b) The bidder should have carried out implementation and maintenance of Smart / Digital Classrooms in last 3 years.
- The work experience letter from either State / Central Government / PSU or from Private Institution / Company / Organization will be considered.
- Please submit the copies of purchase orders / completion certificate / customer references for the same.
- e. The bidder must submit an undertaking in the form of an oath on Rs.100 stamp paper that they have not been black listed by any state government / central government / PSU.
- f. The OEM of Laptop & Projector should have minimum 4 authorized service center in Ahmedabad, Baroda, Rajkot & Surat. Documentary proof the same to be submitted. In case it doesn't have, it should setup within 30 days of work order if it gets selected.
- g. Bidder should have back-to-back agreement with the original equipment manufacturer (OEM) to provide comprehensive onsite warranty during the warranty period and a copy of such agreement should be enclosed.
- h. Consortium or Subletting in any form will not be permitted

Note: Any entity which has been barred by the Central / a State Government, or any entity controlled by them, from participating in any project and the bar subsists as on the date of Application, would not be eligible to submit bid.

Eligibility criteria for OEM :

Bidder should quote Projector & Laptop from those OEM who have total turnover of Rs. 1000 crore or more globally during last 3 financial years.

- i.e. 2015-16, 2016-17, 2017-18. If the country of origin of OEM follows April to March next year as the financial year.
- If the country of origin of OEM follows (i.e. January to December) as the financial year, then the financial turnover of the OEM would be considered as per calendar year for 2016, 2017, 2018.

4. CONTENTS AND SUBMISSION OF PROPOSAL

- 4.1.1. 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. Under no circumstances, physical bid will be accepted.
- 4.1.2. All bids must be accompanied by EMD & bid processing fees as specified below and submitted on or before the prescribed date, at place and time limit. Bids submitted without EMD & bid processing fees will be summarily rejected.

Bidder is requested to submit the non-refundable bid processing fees of Rs. 17,700/- in the form of Demand draft in favor of **Gujarat Informatics Ltd**, payable at Gandhinagar, Gujarat in the separate cover marked "Bid Processing Fees" at GIL office, Gandhinagar on or before due time of submission of bid. Without bid –processing fees the bid will be rejected. Incomplete bids will be treated as non-responsive and will be rejected.

Bidder is requested to submit the refundable EMD of Rs. 3,00,00,000/- in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/ 10/ 2018/ 18/ DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." (The draft of Performance Bank Guarantee is attached herewith) and must be submitted along with the covering letter.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before the bid submission date & time, may lead to the rejection of the bid.

4.2. Cost of bidding

- 4.2.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal. Gujarat Informatics Ltd (GIL)/GCEE - SSA, Education Department, Govt. of Gujarat will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.3. Language and Currency

- 4.3.1. The Proposal submitted by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be written in English language.
- 4.3.2. The currency for the purpose of the Proposal shall be Indian Rupees (INR) only.

4.4. Number of Proposals

- 4.4.1. A Bidder shall submit only one Proposal as part of this bidding process. Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified. The Technical and Commercial Bids should be accompanied by EMD & bid processing fees (non-refundable) as specified in this Bid Document.

4.5. Eligibility and Pre-qualification

- 4.5.1. Bidders submitting their Proposals should meet the eligibility and pre-qualification requirements.
- 4.5.2. The Bidder should submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. GIL reserves the right to reject Proposals that do not conform to the guidelines prescribed.

4.6. Submission of Proposals

- 4.6.1. The Bidder should submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. GIL reserves the right to reject Proposals that do not conform to the guidelines prescribed.
- 4.6.2. 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.
- 4.6.3. The Proposals are being invited through E-tendering route in stages as described below. Apart from the EMD and Bid Processing Fees, which have to be submitted physically, all other submissions are to be uploaded online only:

Stage I – Submission of EMD and Bid Processing Fee: In the First stage, Bidders should submit EMD and Bid Processing Fee physically in a sealed envelope marked with RFP number at GIL office within due time. The details of the same should be uploaded online.

- a. **Stage II – Pre-qualification requirements:** The second stage submission pertains to relevant details along with necessary documentary proof, to be uploaded with respect to Pre-qualification and Eligibility requirements specified in this RFP. This stage should include contents in Formats and guidelines prescribed in relevant Sections and as per listing and instructions in the table below:

Contents of Submission: Stage II - Response to Pre-Qualification Requirements (To be uploaded Online as per Formats and guidelines given in this RFP Volume I)	
Format	Content
Form A	Covering Letter for Proposal Submission
Form B	Details of Bidder
Form C	Power of Attorney of Authorised Signatory of Bidder

- b. **Stage III – Technical Proposal:** The third Stage will require submission of “Technical Proposal” online, comprising the following details as per formats enclosed in this RFP.
- i. Details of make/model of hardware to be supplied, with supporting documents, technical specifications and certifications & brochures
 - ii. Details of cases where the hardware has been successfully installed and commissioned and is currently under operation providing details of the client with address, email address and contact numbers.
 - iii. Project Implementation process including deployment of Man-power including monitoring and reporting.
- c. **Stage IV – Commercial Proposal:** The Fourth Stage shall require upload of Commercial Bid which will include:
- i. The rate should be quoted without applicable Tax for (a) rate for the hardware, software and connected accessories as stated in the scope of work and provision of services including maintenance and warranty for a period of 5 years as defined in the scope of work.
 - ii. Rates should be specified as per the Price schedule provided in this RFP.
 - iii. Rates quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- d. The Bidder must upload all the documents along with the Bid form, EMD & bid processing fees as per bid in the eligibility & technical section in order to qualify for consideration in the opening of the commercial bid.
- e. Before opening the commercial bid, GIL may ask further details/clarification if required. Failure to provide such details/clarification, GIL Tender Committee’s decision will be final. GIL/purchaser reserves the right to inspect the premises of the bidder for evaluation their capability with reference to physical infrastructure available and other technical capabilities etc.

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- 4.6.4. Bidders should strictly adhere to the formats prescribed in this RFP Document while submitting their Proposals. GIL reserves the right to reject any Proposal, which does not meet this requirement.

4.7.EMD

- 4.7.1. The Bidder shall furnish, as part of its Proposal, EMD. The EMD is required to protect the GIL/GCEE - SSA against risk of Bidder's conduct, which would warrant the forfeiture of EMD.
- 4.7.2. The EMD shall be in Indian Rupees and shall be furnished as mentioned in the bid. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of the validity.
- 4.7.3. Further extension in the validity of the EMD if required, beyond this additional period may be done if it is mutually agreed between GIL, GCEE - SSA and the Bidders. Any extension of the validity of the EMD as requested by GIL / GCEE - SSA shall be provided by Bidder to GIL/GCEE - SSA, prior to the expiry of the validity of the EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids.
- 4.7.4. GIL/GCEE - SSA reserve the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the EMD in line with the provisions of this clause.
- 4.7.5. The EMD of Unsuccessful Bidders will be returned as promptly as possible but not later than 15 days after the expiration of the period of Bid Validity OR upon the successful Bidder signing the Contract, and furnishing the PBG, as prescribed by GIL, whichever is earlier.
- 4.7.6. The EMD may be forfeited in the following cases:
- a. If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In case of a Successful Bidder, if the Bidder fails
 - i. To sign the contract agreement; and
 - ii. To furnish Performance Bank Guarantee

4.8. Proposal Due Date and Proposal Validity

- 4.8.1. Proposals must be uploaded online by Bidders before bid submission date & time adhering to the terms and conditions of this RFP.
- 4.8.2. The GIL may, at its discretion, extend this deadline for submission of bids by issuing a corrigendum, in which case all rights and obligations of the GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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- 4.8.3. Bids shall remain valid for **1 year** after commercial bid opening. A bid valid for a shorter period shall be rejected by the GIL as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.

4.9. Late Bids

- 4.9.1. This is electronic bidding & bidder may not be able to upload/submit the bid after Proposal Due Date and time.

4.10. Modification and Withdrawal of Bids

- 4.10.1. The Bidder may modify or withdraw its bid before the final submission of the bid.
- 4.10.2. No bid can be modified subsequent to the deadline for submission of bids.
- 4.10.3. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.
- 4.10.4. Any alteration/ modification in the Proposal or additional information submitted subsequent to Proposal Due Date, unless the same has been expressly sought for by GIL shall be disregarded.

4.11. Right to accept or reject any or all Bids

- 4.11.1. Notwithstanding anything contained in this RFP, GCEE - SSA/GIL reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. GCEE - SSA/GIL reserve right to proceed even with single bid, in case of failure to attract more bidders to participate under tender by considering condition of market and social-educational services offered under the tendered project.
- 4.11.2. GCEE - SSA/GIL reserves the right to reject any Proposal, if at any time a material misrepresentation is made or uncovered or if the Bidder does not provide, within the time specified by GIL, the supplemental information sought by GIL for evaluation of the Proposal. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the selected Bidder gets disqualified/ rejected, then GCEE - SSA reserves the right to:
- a. decide on the basis of the evaluation of Proposals submitted by the remaining Bidders in accordance with the RFP; or

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- b. take any such measure as may be deemed fit in the sole discretion of GIL, including annulment of the Bidding Process.

4.11.3. It shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from GCEE - SSA and GIL;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of GIL and
- d. agreed to be bound by the undertakings provided by it under and in terms hereof.

4.11.4. GIL/GCEE - SSA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GIL/GCEE - SSA.

5. OPENING AND EVALUATION OF PROPOSALS

5.1. Confidentiality

- 5.1.1. GIL shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. GIL shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 5.1.2. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIL in relation to or matters arising out of, or concerning the Bidding Process. GIL will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. GIL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GIL.

5.2. Clarifications on submissions made

- 5.2.1. During evaluation of Proposals, GIL may, at its discretion, seek clarification(s) from Bidder during the evaluation period. The request for clarification and the response thereof shall be in writing and within the deadline. In the event of non-submission of any clarification within deadline, the committee will evaluate the Proposal, based on the submitted information & GIL's decision will be binding on the bidder.
- 5.2.2. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of GIL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 5.2.3. Any information contained in the Proposal shall not in any way be construed as binding on the GIL, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.2.4. GIL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

5.3. Opening of Proposals

- 5.3.1. GIL will open the EMD and & Bid Processing Fees stage at first instance & the next eligibility stage of those bidders, who have furnished EMD & Bid processing fees on or before due

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- date & time, will be opened, in the presence of Bidder or their authorized representatives who choose to attend.
- 5.3.2. The Bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the GIL, the Bids shall be opened at the appointed time and location on the next working day.
 - 5.3.3. The date on which Technical Proposal and Commercial Proposal would be opened, will be intimated to the qualified bidders by the GIL on the day of opening of first stage or on any subsequent days.
 - 5.3.4. The Bidders Names, and the presence or absence of the requisite EMD and such other details as the GIL, at its discretion, may consider appropriate will be announced at the time of opening.
 - 5.3.5. The Commercial Proposal will be opened only for the Technically Qualified Bidder(s). The Commercial Proposal of Bidders, who have not qualified in the Evaluation of submissions under 'Response to Pre-qualification requirements' and 'Technical Proposal' stages, will not be opened under any circumstances.
 - 5.3.6. Bids that are not opened at bid opening shall not be considered further for evaluation.

5.4. Preliminary Examination

- 5.4.1. GIL will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the documents have been properly signed, and whether the bids are generally in order.
- 5.4.2. Arithmetical errors (if applicable) will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the Bidder does not accept the correction of errors, its bid will be rejected. GIL may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 5.4.3. Prior to the detailed evaluation, the GIL will assess the substantial responsiveness of each bid to the Bidding Documents. For purposes of this Clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Bank Guarantee, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. GIL's determination of the responsiveness of a Bid will be based on the contents of the bid itself without recourse to extrinsic evidence.

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- 5.4.4. If a bid is not substantially responsive, it will be rejected by the GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity or through clarifications.

5.5. Evaluation of Proposals :

- 5.5.1. After the closing time of bid submission, GIL will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next.
- 5.5.2. After technical evaluation, GIL/GCEE - SSA will inform one date & time for demonstration of their proposed solution & bidder must have to be ready for demonstration of their proposed solution on given time.
- 5.5.3. The commercial bids of the technically qualified bidders who meet technical specifications of all the line items as mentioned in the bid, whose demonstration will be successful as per RFP requirement will be opened.
- 5.5.4. The Bidder with the lowest Financial Bid (L1 Bidder) will be appointed for the project implementation from the sum total of prices for all line items without tax with warranty and be called for further negotiations if required.
- 5.5.5. The Committee, constituted by the GIL will open and evaluate the Commercial Bids of the eligible & technically qualified Bidder or the Preferred Bidder(s)

5.6. The notification of the award/LOI will be given to the Selected Bidder (s).

Criteria for Technical Evaluation

- 5.6.1. The Committee constituted by the GIL/GCEE - SSA will evaluate the Bids to determine the technical qualification and competence of the substantially responsive Bidders to prepare a panel technically qualified Bidder. The Committee will evaluate the Commercial Bids of only this panel of Bidders and the Commercial Bids of the Bidders, not included in this panel will not be opened under any circumstances.
- 5.6.2. The bidder will have to qualify as per the qualification criteria specified in the bid & other technical details.
- 5.6.3. The technically qualified bidders alone will be informed of the date of opening of the Commercial Bid. The Commercial Bids of technically qualified bidders alone will be opened and evaluated. The decision of GIL/ GCEE - SSA, Education Department will be final in this regard. The final selection of the successful bidder from the technically qualified bidders will be done by considering lowest price quoted.

5.7. Acceptance or Rejection of Bids

- 5.7.1. GIL/GCEE - SSA and Government of Gujarat reserve the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, at its discretion without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- 5.7.2. Any Bid with incomplete information and price bid submission in other section of the bid is liable for rejection.
- 5.7.3. For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the Bidder and uploaded. If the documentary proof is not uploaded for any/all criteria the Bid is liable for rejection.
- 5.7.4. If any information given by the bidder/contractor is found to be false/fictitious, the Bidder will be debarred for 3 years from participating in any other tenders of Govt. of Gujarat.

5.8. Award of Contract

- 5.8.1. The GCEE - SSA will award the contract to the Preferred Bidder(s) whose bid has been determined to be substantially responsive, has been evaluated to be technically competent by the Committee, and has been determined to have the lowest commercial quote, by the Committee; provided further that the Bidder(s) is determined to be qualified to perform the Contract satisfactorily.
- 5.8.2. The final List of schools for implementation at every district will be decided at the time of issue of the Letter of Intent. List of school may increase / decrease of each district as may be decided by GCEE - SSA.
- 5.8.3. GCEE - SSA reserves the right to place additional order up to 30% under this project during bid validity.
- 5.8.4. The Bidder can quote for project as per their eligibility criteria. However the Government / GCEE - SSA / GIL at its discretion will decide the maximum nos. of schools to be awarded.

5.9. Notification of Award

- 5.9.1. Prior to the expiration of the period of bid validity, the GIL/Purchaser will notify the successful bidder in writing by registered letter or by fax that its bid has been accepted. The notification of award will constitute the formation of the Contract.

5.10. Signing of Contract

- 5.10.1. At the time as the GCEE - SSA notifies the successful bidder that its bid has been accepted, the GCEE - SSA will send the bidder the Draft Contract, incorporating all agreement between the parties.

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- 5.10.2. 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 GCEE - SSA. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the Preferred Bidder shall be referred to as "Operator".

5.11. Performance Bank Guarantee

- 5.11.1. Within 15 days of receipt of letter of acceptance the successful bidder shall submit to the purchaser a Performance Bank Guarantee amounting to 10% of the total order value in favour of Gujarat Council of Elementary Education (GCEE), Gandhinagar payable at Gandhinagar, which should be valid for **6 months**.

After completion of 6 month, bidder will have to submit PBG amounting to 5% of the total order value in favour of Gujarat Council of Elementary Education (GCEE), Gandhinagar payable at Gandhinagar, which should be valid for **contract period + 3 months**.

After receiving 5% PBG of total order value, within 15 days the PBG of 10% of total order value submitted by bidder will be returned to bidder.

The submission of PBG should be from any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

- 5.11.2. 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.
- 5.11.3. 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.
- 5.11.4. 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.
- 5.11.5. 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.
- 5.11.6. Failure of the selected bidder to comply with the requirement 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.

5.11.7. 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.

5.12. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS / 10 / 2015 / 5284 / IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

5.13. Right to Accept or Reject Proposal

5.13.1. GIL / GCEE - SSA reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Contract, without liability or any obligation for such acceptance, rejection or annulment.

5.13.2. GIL / GCEE - SSA reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason

5.13.3. GIL / GCEE - SSA reserves the right to reject any Proposal if at any time:

- a. a material misrepresentation made at any stage in the bidding process is uncovered; or
- b. the Bidder does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.

5.13.4. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then GCEE - SSA reserves the right to:

- a. declare the Bidder proposing the next lowest valid Bid Tariff as the Preferred Bidder and where warranted, invite such Bidder to equal or better the Financial Proposal submitted by such disqualified Preferred Bidder; or
- b. take any such measure as may be deemed fit in the sole discretion of ULB, including annulment of the bidding process.

SECTION VI

6. FORMATS FOR SUBMISSION - STAGE II - PRE- QUALIFICATION REQUIREMENT

FORM A - COVERING LETTER FOR PROPOSAL

(On Non judicial Stamp paper of Rs. 100 duly attested by the First class Magistrate/Notary Public)

To

The

-----,

Sir/Madam,

Having examined the Bidding Documents including RFP No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to (a) provide computer hardware, software and connected accessories and manpower services in 6000 nos. of Government Elementary Schools. (In conformity with the RFP reference: issued by GIL).

We undertake, if our Proposal is accepted, to implement Government Elementary Schools of State of Gujarat including supply of hardware, software and Maintenance of the systems without _____, in accordance with the terms and conditions of the said RFP.

If our bid is accepted we will obtain the Performance Bank Guarantee as prescribed in the RFP.

We agree to abide by this bid for a period of contract period + 3 months, which shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that have not been black listed or debarred from doing business by Govt. Department/PSU in Gujarat last three years. We confirm that we have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We confirm that have not been convicted for any criminal cases(s) by any Govt. Department/PSU in Gujarat regarding any supply and contracts with our firm/company.

We confirm that we have not breached/violated any contractual conditions so far to any Govt. Department/PSU in Gujarat in last three years.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of): _____

Duly authorized to sign bid for and on behalf of

FORM B - DETAILS OF BIDDER

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(a) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project[s]:

3. Details of individual(s) who will serve as the point of contact/ communication for the Gyankunj Project under the jurisdiction of XXXXXXXX:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

FORM C - POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY FOR SIGNING THE PROPOSAL

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for the XXXX , proposed or being developed by the XXXX, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the XXXX , representing us in all matters before the XXXX, signing and execution of all contracts including the Affermage Contract and undertakings consequent to acceptance of our Proposal, and generally dealing with the XXXX in all matters in connection with or relating to or arising out of our Proposal for the said XXXXX and/ or upon award thereof to us and/or till the entering into of the Affermage Contract with the XXXX .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20---

FOR -----

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

1.

2.

(ACCEPTED)

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

-
- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
 - (b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
 - (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

7. FORMATS FOR STAGE II SUBMISSION – PRE-QUALIFICATION AND ELIGIBILITY CRITERIA

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

E1 : Details of Turnover of & Net worth of Bidder

Financial year	Turnover (Rs. Crore)	Net Worth	Supporting document submitted? (Yes/No)
FY 2017-18			
FY 2016-17			
FY 2015-16			

E2 : Office in GUJARAT

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document uploaded
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows

E3: Experience of Bidder

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of implementation	No. of Installations	Type of Supporting Document uploaded

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Note: Please fill this form and submit the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid.

E4: Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter uploaded? (Yes/No)
Interactive Projector			
Laptop			

E5 : ISO 9001:2008 certification for Manufacturing

Sr. No.	Item	Make & Model	Name of OEM	ISO certification valid up to	ISO certification submitted? (Yes/No)
	Laptop				

Note: You may quote only one make & model against item

Make & Model List

Item	Make & Model	Supporting Document uploaded. (Yes/No)
Whiteboard		
Interactive Projector		
Laptop		
Speakers		
Learning Management System		

Note : You may quote only one make & model against item

Technical Bid

- **Man-power services** – methodology & approach - Please provide detailed write-ups including deployment methodology & scope of work
- **Project Implementation** – Implementation process including monitoring and reporting - Please provide detailed write-ups including methodology & scope of work
- **Performance excellence in implemented projects** – Please provide brief on the instances of the same with documentary evidence

Form no. F1 –FINANCIAL BID FORMAT

A Hardware / Software Cost					
Sr. No	ITEM	Qty. (In Nos.)	Unit Prices with 5 years Warranty (In Rs. Without tax)	Total Price with 5 years Warranty (In Rs. Without tax)	Rate of GST (%)
1.	Whiteboard	12000			
2.	Interactive Projector	12000			
3.	Laptop	12000			
4.	Speakers	12000			
5.	Learning Management System with analytics for application software usage	12000			
6.	Software Application to update e-content through Internet Connectivity	12000			
7.	Necessary Electrification	12000*			
Total A in Rs. (Without tax)					

Note : (*) Star qty. mentioned above will be procured as per actual requirement

Form no. F2 –FINANCIAL BID FORMAT

B Service Fee for Provision of Manpower					
Sr. No.	Manpower Required	Rate per person per month (in Rs.)	Number of person	No. of Months	Total Cost (in Rs.).
1	Technical Resource 1 (at Block Level)		253	12	
2	Technical Resource 2 (at District Level)		37	48	
Total Technical Resource price in Rs. (Without tax) = B					
Grand Total = A+B (Without tax)					

Note:

- 1. Warranty: Comprehensive onsite warranty for 5 years from the date of installation of equipments.**

2. L1 will be the lowest grand sum total of rates of all line items (F1+ F2) without tax with warranty.

The bidder will have to depute full time Technical Support Person - One resource per Block at Block level for 1st year on completion of commissioning in all schools. Subsequently, out of deployed resources, GCEE will select one resource per district at District level for 2nd to 5th year of the contract period. The start of the Second year will be considered after completion of 1 year from Go Live Date i.e. actual start date of project which will be next date to date on which commissioning completed for last one school, irrespective of the Block-level resource joining in the 1st year.

The Technical Support Person shall be a MCA/BE with 1+ years experience or Diploma / BCA with 3+ years experience in any ICT stream. The profile of selected candidates shall be submitted to GCEE before deployment. The eligible & competent resources will be preferred and selected by GCEE for District-level operations from 2nd year onwards based on their performance.

Under this activity, the Bidder is responsible for providing users functional training for the equipments & software to be supplied under this project in co-ordination with GCEE - SSA for normal operations and conversant in installation of hardware & software and its basic trouble shooting.

The Operational Support services should be capable of using hardware & software for normal operations and conversant in installation and operating the software installed including interactive teaching and learning pedagogies.

FORMAT OF EARNEST MONEY DEPOSIT IN THE FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,

DGM(Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar 382 010.

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP no:_____ KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
(hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of -----
----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2019.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

Approved Bank: Any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.