

**Request for Proposal  
For  
Selection of Agency  
for  
E-learning Course & Content Development  
for  
General Administration Department (GAD)  
Government of Gujarat**

**(Tender no: SW: 23062014051)**

**Bid Processing fees: Rs. 10,000/-  
(June, 2014)**



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**Last date for submission of written queries: 27<sup>th</sup> June, 2014 up to 1200 hrs  
Date of Pre-Bid Meeting: 30<sup>th</sup> June, 2014 at 1500 hrs  
Last date for submission of Online Bids: 17<sup>th</sup> July, 2014 up to 1200 hrs  
Date of opening of Technical bids: 17<sup>th</sup> July, 2014 at 1230 hrs**

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The information contained in this document is only disclosed for the purpose of enabling you to submit a proposal to the General Administration Department (GAD) in accordance with the requirements of this document. This document should not therefore be used for any other purpose under any circumstances.

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**1. SECTION – I: INVITATION TO RFP****1.1. RFP Notice**

This document is for a Request for Proposal for Selection of Agency for e-Learning Course and Content Development for General Administration Department (GAD), Government of Gujarat.

The General Administration Department is the department of the State Government in personnel matters specially issues concerning manpower planning, manpower budgeting, posts management, carder management, e-Service book, training, staff welfare as well as the post retirement dispensation.

The Department is also concerned with the process of responsive people-oriented modern administration. Allocation of Business Rules defines the work allotted for the Department. The General Administration Department comprises of the following divisions.

1. Personnel Division
2. Planning Division
3. Administrative Reforms & Training Division (ARTD)
4. NRI Division
5. Election Division

Administrative Reforms & Training Division (ARTD), GAD has paramount importance of an efficient, responsive, transparent and accountable government for the proper functioning of the state affairs. The basic means through which government strategies to make administrative system efficacious and accountable, and the approach practiced by public administration should be such that it satisfies expectations of general public, Administrative Reforms and training department has been established. Under the administrative Reforms, the General Administration Department considers and undertakes steps to implement ways through which public gains faith in the government, as a result actively participates for the welfare of the society. A separate training and NRI section has also been introduced under General Administration Department to understand and target the goal; so that it is achieved accordingly.

Administrative Reforms & Training Division (ARTD), GAD intends to Develop, Host e-learning Course and content. The bidder shall be responsible for development of e-learning course and content for the HRMS Platform being developed by the GAD. The bidder shall be responsible for providing all types of services as mentioned in this bid document & Scope of Work, as a part of this project.

GIL on behalf of ARTD, General Administration Department invites sealed bids from eligible bidders for e-Learning course and content for list of Modules as appended in the scope of work for all Departments/HoDs of Government of Gujarat. The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:

- Pre-Bid Conference
- Technical & Financial Bid Submission
- Opening of Eligibility Documents

- Evaluation of Eligibility Documents
- Opening of Technical Bid
- Evaluation of Technical bid
- Presentation on following points by all bidders :
  - Understanding of Scope of Work
  - Approach & Methodology
  - Experience of similar kind of project/s and execution in other state/s
  - Project Plan / Timelines
  - Proposed Value additions
  - Presentation of capability by demonstrating one module of 15 minutes
- Opening of Financial bids of all qualified bidders
- The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.

Interested companies may download the RFP document from the website [www.gujaratinformatics.com](http://www.gujaratinformatics.com) & <https://gil.nprocure.com>.

The bids must be submitted online through <https://gil.nprocure.com>. However the eligibility documents and technical bids must be submitted physically at GIL also.

GAD reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

This RFP document is not transferable.

Minimum absolute technical score to qualify for commercial evaluation is 60.

Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

The bidder shall submit the **DD of Rs. 10,000/-** towards bid processing charges and **Rs. 5,00,000/-** towards bid security amount in sealed cover. The sealed cover should super scribe as "bid processing fees & bid security/EMD for the tender for selection of Agency for e-Learning Course and Content Development for General Administration Department (GAD), Government of Gujarat. Bid Processing fees & EMD must be in the form of Demand Draft in the name of **"Gujarat Informatics Ltd."** payable at **Ahmedabad /Gandhinagar** along with the covering letter with a **validity of 3 months**.

## 1.2. Important Information

Sr. No.	Information	Details
1.	Last date for submission of written queries for clarifications	27 <sup>th</sup> June, 2014 up to 1200 hrs
2.	Date and time for Pre bid conference	30 <sup>th</sup> June, 2014 at 1500 hrs
3.	Last date and time for	17 <sup>th</sup> July, 2014 up to 1200 hrs

	submission of EMD & Bid Processing fees in GIL (physically)	
4.	Last date and time for submission of eligibility & technical bids (online as well as physically) and Financial bid online	17 <sup>th</sup> July, 2014 at 1230 hrs
5.	Date and time for opening of (1) Eligibility Bids (2) Technical Bids	17 <sup>th</sup> July, 2014 at 1230 hrs
6.	Place for submission of EMD & bid processing fee, EMD, pre-bid meeting and opening of Bids	Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
7.	Place, date and time for technical Presentation	The place, date and time for technical presentation will be given to the eligible bidders later on.
8.	Contact person for queries	Dr. Neeta Shah Director (e-Governance), Gujarat Informatics Limited <a href="mailto:neetas@gujarat.gov.in">neetas@gujarat.gov.in</a> <a href="mailto:smitag@gujarat.gov.in">smitag@gujarat.gov.in</a>
9.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar E-mail: <a href="mailto:neetas@gujarat.gov.in">neetas@gujarat.gov.in</a> <a href="mailto:smitag@gujarat.gov.in">smitag@gujarat.gov.in</a> Phone: 91-79-23256022, 59240 Fax: 91-79-23238925
10.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be given to the technically qualified bidders later on.
11.	Bid validity	180 days from the date of opening of financial bids

NOTE: Please note that this bid document is not for actual award of contract / work order but for selection of agency for e-Learning Course and Content Development for General Administration Department (GAD), Government of Gujarat according to the scope given in this bid document.

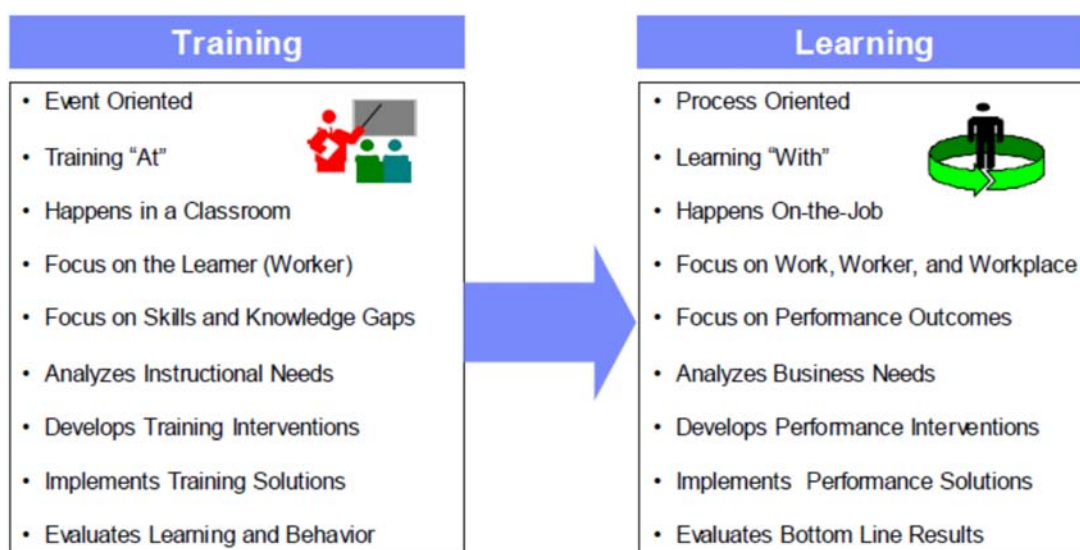
## 2. SECTION 2: INSTRUCTIONS TO BIDDERS

### 2.1. Introduction

2.1.1. General Administration Department is one of the key departments of State Government. The overall administration process of state government from recruitment to retirement is driven by this department.

The e-Learning aims to "Just-in-time" rather than "just-in-case" learning, Customizable content, Uniformity of course content, Anywhere, anytime scheduling, Easy tracking, Significant cost savings etc.

The main aim of developing the e-Learning course content is derived as follow:



### 2.1.2. The various cadres operated by GAD are as follow:

- All India Services:
  - IAS (Indian Administration Service)
  - IFS (Indian Forest Service)
  - IPS (Indian Police Service)
- Gujarat Service Class-I
  - GAS (Gujarat Administration Services)
  - GES (Gujarat Engineering Services)
  - GSS (Gujarat Secretarial Service)
- Gujarat Secretarial Service Class-II, Class-III, Class-IV

### 2.2. SOURCES OF FUNDS

General Administration Department is calling the Agency for development and maintenance of e-Learning Course Content for Government of Gujarat Employees across the state.

The Work Order will be placed to the selected Agency by General Administration Department directly and the payment for the services mentioned in the said work



order will be made directly by General Administration Department from their own sources of funds as per the financial terms and conditions mentioned in this document.

### 2.3. Eligibility Criteria

The bidders meeting the following eligibility criteria will be short listed and considered for technical evaluation.

Sr. No.	Eligibility Criteria	Attachments
1.	The bidder should be a registered Society/Trust/Firm/Company/Agency providing services in the content development sector incorporated under the Indian Companies/ Society Act or the relevant Act, and have been in existence for a period of at least 5 years as of 31.03.2014.	Valid copy of the relevant Certificate
2.	The bidder should have valid Service Tax/VAT/TIN registration in India.	Copy of Service Tax/VAT/TIN registration certificate
3.	The bidder should have a turnover of Rs. 2 crore for each of last three years ending on 31 <sup>st</sup> March, 2014. The turnover should not include other transactions with its subsidiary companies or with anyone under reciprocal agreements and should come from content development for LMS/Scorm compliant platform.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years. CA certificate.
4.	The bidder should have Quality certifications (ISO or SEI-CMM Level or SCORM)	Copy of the valid certificate
5.	The bidder should have completed at least 3 projects of production of e-learning content in the last three years or currently executing at least 3 Projects in last one year.	Details of such projects undertaken along with clients' completion certification/letter.
6.	Proof of production of digital contents (portfolio); Should have own studio/ tie up with a studio, and fulltime qualified employees skilled in design, production and editing 2D and 3D animation; video grabbing, etc. Should have capabilities of producing at least 10 hours (approx. 10 modules) worth digital contents in 30 days;	Details of such projects undertaken along with clients' completion certification/letter.
7.	Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other State in India or by Government of Gujarat or any of the PSU in the state of Gujarat	Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of India or by Government of any State in India or by Government of Gujarat or

Sr. No.	Eligibility Criteria	Attachments
	at the time of bidding.	any of the PSUs in the state of Gujarat due to engagement in any corrupt & fraudulent practices. Self-Declaration Form must be submitted
8.	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.	Affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder as per Attached format.
9.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 30 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter
10.	No Consortium will be allowed.	

#### 2.4. Eligible Goods and Services

- 2.4.1. All goods and services to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 2.4.2. For purpose of this clause, "origin" means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing, code writing and compiling, or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or in purpose or utility from its components.
- 2.4.3. The origin of goods and services is distinct from the nationality of the Bidder.

#### 2.5. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GAD/GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

#### 2.6. Content of Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish any information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in any respect will be at the Bidder's risk and may result in rejection of its bid.

**2.7. Pre-Bid Conference**

A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on or before the date indicated under section 1.2 of this document. GAD/GIL will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. The interested bidder should send the queries as per the following format:

<b>Bidder's Request For Clarification</b>			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

**2.8. Amendment to RFP**

- 2.8.1. At any time prior to the deadline for submission of bids, GAD/GIL may, for any reason, whether on its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents.
- 2.8.2. All prospective bidders who have received the bidding documents will be notified of the amendment through website and such amendments will be binding on them.
- 2.8.3. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GAD/GIL at its discretion, may extend the deadline for the submission of bids.

**2.9. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GAD/GIL shall be in English language.

**2.10. Documents Comprising the Bid**

- 2.10.1. The bid prepared by the Bidder shall comprise of the following documents:
  - 2.10.1.1. A Technical Bid and a Financial Bid
  - 2.10.1.2. Bid security
- 2.10.2. The technical Bid & Financial Bid must be submitted online through the e-tendering website of <http://gil.nprocure.com> using digital signature.
  - 2.10.2.1. The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL/GAD.
  - 2.10.2.2. The bid security of **Rs. 5,00,000/- (Rupees Five Lacs Only)** and bid processing fee of **Rs. 10,000/- (Rupees Ten Thousands Only)** are to be submitted physical in the form of DD (Demand Draft) favoring of **Gujarat**

**Informatics Ltd, Gandhinagar** in sealed cover clearly mentioning that “EMD & Bid Processing Fee of e-Learning content Bid” at GIL on the address mentioned in Section-1.

## **2.11. Bid Form**

- 2.11.1. The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per section V and submit it with the financial Bid on <https://gil.nprocure.com>.

## **2.12. Bid Prices**

- 2.12.1. The Bidder shall indicate the prices in the format mentioned in the e-Tendering website <https://gil.nprocure.com>.
- 2.12.2. Following points need to be considered while indicating prices:
- 2.12.2.1. The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat as indicated by GIL/GAD
  - 2.12.2.2. The rates of any Indian duties, sales tax, service tax and other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted separately,
- 2.12.3. The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of bids by GAD/GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 2.12.4. Sharing of responsibility (between GAD and the bidder) of procurement of various types of software shall be as under:
- 2.12.4.1. The prices quoted shall be inclusive of any license software, which may be in the form of one-time license price/fees and/or its annual/periodical fees/price or renewal or maintenance price/fees. Bidders should note that GAD already has requisite number of licenses for Adobe Connect as the hosting platform required for actual running the content.**
  - 2.12.4.2. GAD shall procure or provide the required software platform.**
  - 2.12.4.3. The e-Learning content hosting platform will be provided by the GAD.**
  - 2.12.4.4. Bidder is expected to fill the rates/amount for all items in Financial Bid format. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.
  - 2.12.4.5. The full IPR for the e-Learning Content shall rest with the GAD. The SP shall sign any/all the documents regarding license and hand over the source code, Meta data details etc. as the sole property of GAD to the GIL/ GAD before release of final payment on completion of training and implementation of content.

## **2.13. Bid Currency**

Prices shall be quoted in Indian rupees only.

**2.14. Bid Security - Earnest Money Deposit (EMD)**

- 2.14.1. Earnest Money Deposit **Rs. 5,00,000/- (Rupees Five Lacs only)** in the form of DD issued from any nationalized bank in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- 2.14.2. Proposals not accompanied by EMD shall be rejected as non-responsive.
- 2.14.3. The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 2.14.4. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 2.14.5. The EARNEST MONEY DEPOSIT shall be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity
  - b) in case of a successful Bidder without prejudice to right of GAD to take any legal/executive action against such bidder, if the Bidder fails:
    - i. to sign the Contract as mentioned above or
    - ii. to furnish performance bank guarantee as mentioned above or
    - iii. If the bidder is found to be involved in fraudulent practices.

**2.15. Validity of proposal**

- 2.15.1. Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening prescribed in the RFP. A proposal valid for shorter period may be rejected as non-responsive. GAD/GIL may solicit the bidders' consent to an extension of proposal validity (but without the modification in proposals).
- 2.15.2. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 2.15.3. Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections

**2.16. Preparation of Proposal**

- 2.16.1. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.
- 2.16.2. The proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.16.3. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 2.16.4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.16.5. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal, bid may be liable to be rejected without prior intimation to the bidder.

- 2.16.6. Bidder is required to submit the complete proposal along with required forms etc. on <https://gil.nprocure.com>. The proposal shall be exactly according to the presented formats given on the <https://gil.nprocure.com>. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.
- 2.16.7. Committee would ask Bidder(s) for detailed presentations. All such presentations shall be at the cost of bidder.
- 2.16.8. The envelope of the EMD & Bid processing fee should be addressed to:  
The Director (e-Governance)  
Gujarat Informatics Ltd.  
Block No. 1, 8th Floor,  
Udyog Bhavan, Gandhinagar  
Gujarat – 382010
- 2.16.9. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish any information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in any respect will be at the bidder's risk and shall result in rejection of the proposal.

## **2.17. Contents of Envelopes**

- 2.17.1. Envelop 1: DDs of EMD & Bid processing Fees
- 2.17.2. Envelop 2: Documents related to Eligibility Criteria
- 2.17.3. Envelop 3: Documents related to Technical Bid

## **2.18. Submission, Receipt & Opening of proposal**

- 2.18.1. Submission of Bids:
- a) The Bidder shall submit the Eligibility Bid, Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <https://gil.nprocure.com>.
  - b) Telex, cable, e-mailed or facsimile bids will be rejected.
- 2.18.2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of bid opening being declared holiday for the tendering authority, the bid shall be opened at the appointed time and location on the next working day.
- 2.18.3. The bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 2.18.4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.18.5. Prices shall be quoted in Indian Rupees Only.

## **2.19. Opening of Bids by GAD/GIL**

- 2.19.1. GAD/GIL will open all bids (only eligibility stage at the first instance), in the presence of all Bidders or their representatives who choose to attend, at the following address:

Gujarat Informatics Ltd,  
Block no .1/8, Sector-11,  
Udyog Bhavan,  
Gandhinagar- 382010

- 2.19.2. The bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GAD/GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 2.19.3. The bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 2.19.4. Bids and modification sent that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.19.5. The technical bid of only those bidders who are matching the eligibility criteria will be opened and subsequently, the Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

## **2.20. Clarification of Bids**

During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

## **2.21. Preliminary Examination**

- 2.21.1. GAD/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties/securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.21.2. Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will deemed to be material deviations. GAD/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.21.3. If a Bid is not substantially responsive, it will be rejected by GAD/GIL and may not subsequently be made responsive by the Bidder by correction of the non conformity.
- 2.21.4. Conditional bids are liable to be rejected.

**2.22. Methodology & Criteria for Technical, Commercial and final evaluation**

- 2.22.1. GAD will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GAD/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.22.2. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. The bidder shall quote the e-Learning Content having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 2.22.3. The bids will be evaluated for the eligibility criteria first.
- 2.22.4. The technical bids of the bidder(s) who comply with the eligibility criteria will be opened. During the technical evaluation, GAD/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored **60%** in technical evaluation. At any point of time, if GAD/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, GAD/GIL may reject his bid without assigning any reason or explanation.

**2.22.5. The following criteria shall be used to evaluate the technical bids.**

Sr. No.	Particulars	Points System	Max. Marks
<b>A. Based on Technical Bid Document</b>			<b>25</b>
1.	No. of years since the bidder is engaged in similar projects/solutions business, (as on 31.03.2013)	>8 Years – 2 marks 4–8 Years – 1 marks	<b>02</b>
2.	Average turnover of bidder in last three financial years as on 31 <sup>st</sup> March, 2014. Year 2011-2012 Year 2012-2013 Year 2013-2014	>= Rs. 8 crores & up to Rs. 11 Crores - 3 marks >= Rs. 5 crores & up to Rs. 8 Crores - 2 marks >= Rs. 2 crores & up to Rs. 5 Crores - 1 marks	<b>03</b>
3.	Quality certifications (ISO,SEI-CMM Level, SCORM)	if yes then 2 otherwise 0	<b>02</b>
4.	No. of resources in India in production of content	25 - 50 resources – 1 51 - 100 resources – 2 > 100 resources - 3	<b>03</b>
5.	LMS/SCROM Content Produced	>=10 hours and < 20 hours == 2, >=20 hours and <30 hours == 4, >=30 hours and < 40 hours == 6, >=40 hours and < 50 hours == 8 >=50 hours == 10	<b>10</b>
6.	No. of projects completed/ongoing of production of e-learning projects.	>=3 and <=5==2, >5 and <=8==3, >8==5	<b>5</b>



<b>B. Based on Presentation</b>			<b>75</b>
7.	Instructional Design – specification of learning outcome, content broken down into small chunks, formative and summative evaluation;	---	<b>20</b>
8.	Contents – accuracy, sequencing, level validity; examples and illustrations, Relevance for Government Organization	---	<b>15</b>
9.	Presentation – audio, video and on-screen text quality	---	<b>20</b>
10.	Level of interactivity	---	<b>10</b>
11.	Overall Impact – attractiveness, self-instructional; follows IPR rules, adaptable and usable over longer period of time;	---	<b>10</b>
<b>Total (A+B)</b>			<b>100</b>

**Note:** For the Presentation on approach and methodology, bidder must have to prepare and present a 15 minute sample content on one of the following modules

<b>Training Module Name / Subject</b>	
<b>Financial Appraisal of Projects</b>	
<b>Public Private Partnership</b>	
<b>Procurement Process</b>	

**Note:** content on any of the above topics will be prepared by the bidder after studying relevant rules as applicable for employees of Govt of Gujarat.

2.22.6. The details without supporting documents will not be considered.

2.22.7. The bidder shall give content with unlimited exclusive rights to General Administration Department for using the content as per Government requirements. The rights of content shall be transferred to GoG. A certificate confirming this must be attached in technical bid.

2.22.8. The language of content will be Gujarati for Basic and Intermediate level courses while it will be English for Advanced level course. The bidder should be capable of providing extensive Gujarati language support across the system, without any additional cost. A certificate confirming this must be attached in technical bid.

2.22.9. The bidder should have an office in Gujarat or should set up one upon award of the contract within 30 days and the bidder should give undertaking to deploy content developers at Gujarat office after successful qualification for work.

**Technical Bid Evaluation:**

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. GAD's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) =  $Tb/Tmax * 100$

**Financial Bid evaluation:**

The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

F<sub>n</sub> = normalized financial score for the bidder under consideration

F<sub>b</sub> = commercial quote for the bidder under consideration

F<sub>min</sub> = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (F<sub>min</sub>) will be given the maximum financial score (F<sub>n</sub>) of 100 points. The financial scores (F<sub>n</sub>) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (F<sub>n</sub>) =  $100 \times F_{min} / F_b$

**Final Evaluation of Bid**

Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (T = 0.60 the weight given to the Technical Proposal; P = 0.40 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) =  $Tn \times T + Fn \times P$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

**2.23. GAD/GIL's Right to vary quantities of work at the time of award of contract**

GAD/GIL reserves the right to increase or decrease quantity of work by 50% without any change in the rate fixed or other terms & conditions, at the time of award of contract.

**2.24. Award of Contract**

On acceptance of Proposal for awarding the contract, GAD/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.

**2.25. GAD/GIL's Right to Accept Any Bid and to reject any or All Bids**

GAD/GIL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GAD/GIL action.

**2.26. Notification of Awards**

- 2.26.1. Prior to the expiration of the period of the bid validity, GAD/GIL will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 2.26.2. The notification of award will constitute the formation of the Contract.
- 2.26.3. Upon the successful Bidder's furnishing of performance security GAD/GIL will promptly notify each unsuccessful Bidder.

**2.27. Signing of Contract**

- 2.27.1. At the same time as concerned GAD/GIL notifies the successful Bidder that its bid has been accepted, GAD will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 2.27.2. Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GAD and send copy to GIL.

**2.28. Performance Bank Guarantee**

- 2.28.1. The successful Bidder has to furnish a security deposit so as to guarantee his/her/its (Bidder) performance of the contract
- 2.28.2. The Successful bidder has to submit Performance Bank Guarantee @ 10% of the total price value within 15 days from the date of issue of Purchase order for the duration of warranty to be provided by any of Nationalized Bank or bank as mentioned in clause 2.28.4 as per the [G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department](#) (The draft of Performance Bank Guarantee is attached herewith).

- 2.28.3. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.
- 2.28.4. The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be in following form:  
A bank guarantee, issued by a public sector bank located in India to the Department, in the form provided in the bidding documents. Apart from public sector banks, a bank guarantee from only the following private banks will be accepted.
- a. IDBI Bank
  - b. AXIS Bank
  - c. HDFC Bank
  - d. ICICI Bank
- 2.28.5. The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.
- 2.28.6. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.
- 2.28.7. No interest shall be payable on the PBG amount. GAD may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

**2.29. Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of GAD, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

**2.30. Disqualification**

GAD may at its sole discretion and at any time during the evaluation process, disqualify any bidder, if the bidder has:

- 2.30.1. Submitted the Proposal documents after the response deadline.
- 2.30.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.30.3. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.30.4. Failed to provide clarifications related thereto, when sought.
- 2.30.5. Declared ineligible by the Government of Gujarat, or any of the departments in the Gujarat Government or Government of India or any other State Government in India, for corrupt and fraudulent practices or has been blacklisted at the time of submitting the bid.
- 2.30.6. Submitted a proposal with price adjustment / variation provision.

**2.31. Binding Clause**

All decisions taken by GAD regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

### 3. SECTION – III SCOPE OF WORK

#### 3.1. Scope of Work

Content delivery in LMS format or Scorm compliant format which is capable of hosting on the Adobe Connect LMS platform for the following modules:

Sr. No.	Name of Module	Basic	Intermediate	Advanced	Tentative or not
1	ગુજરાત રાજ્ય (સેવા) વર્તણૂક નિયમો-૧૯૭૧		Yes		No
2	ગુજરાત રાજ્ય (શિસ્ત અને અપીલ) નિયમો-૧૯૭૧		Yes		No
3	ગુજરાત રાજ્ય વર્ગીકરણ અને ભરતી (સામાન્ય) નિયમો-૧૯૬૭		Yes		Yes
4	ખાતાકીય તપાસની પ્રક્રિયા		Yes		Yes
5	જગ્યાના માંગણી પત્રક તૈયાર કરવા બાબત		Yes		Yes
6	ગુજરાત સરકારના કામકાજ નિયમો - તેની સૂચનાઓ		Yes		Yes
7	Seniority List, Roaster Rules & DPC		Yes		No
8	કચેરી કાર્ય પદ્ધતિ		Yes		No
11	Right to Information Act 2005 and ગુજરાત માહિતી આયોગની કામગીરી		Yes		Yes
12	Gujarat (Right of Citizens to Public Services) Act- 2013 and Rules their Under		Yes		Yes
13	Ethics in Public Service		Yes	Yes	Yes
16	સંસદ અને રાજ્ય વિધાન મંડળની ચૂંટણી બાબતે લોક પ્રતિનિધિત્વ ધારો (Separate Module - Election)		Yes		No
17	આવશ્યક ચીજવસ્તુ અધિનિયમ		Yes		No
18	ઔષધ કાંતિવર્ધક પદાર્થ અધિનિયમ-૧૯૪૦		Yes		No
19	Food and Drug Act		Yes		No
20	Communicable, Seasonal diseases prevention		Yes	Yes	No
21	Nutrition Mission		Yes	Yes	No

22	સગર્ભા સ્ત્રીઓની આરોગ્યનું રક્ષણ.		Yes		Yes
24	તબીબી શિક્ષણ પ્રવેશ નિયમો		Yes		Yes
25	તબીબી સારવારનાં નિયમો,		Yes		No
26	ગૌણ ખનિજ નિયમો- ૧૯૬૬		Yes		Yes
27	Industrial Policy		Yes	Yes	Yes
28	શોધ, પેટન્ટ, ડીઝાઇન અને વ્યાપાર ચિન્હોને લગતી કામગીરી.		Yes	Yes	Yes
29	Government Purchase Procedure & Stores - Stores Management	Yes	Yes	Yes	No
30	Public Private Partnership		Yes	Yes	Yes
31	Project Management		Yes	Yes	No
32	Viability Gap Funding			Yes	Yes
33	વીજળી, વીજળી કર, ભારત વીજળી અધિનિયમ- ૧૯૧૦, વીજળી (પુરવઠા) અધિનિયમ-૧૯૪૮		Yes		Yes
34	પેટ્રોકેમિકલ્સ, પાવર પ્રોજેક્ટને લગતી બાબતો.		Yes		Yes
35	ઉર્જા અને પેટ્રોકેમિકલ્સ અને પાવર પ્રોજેક્ટ સંદર્ભે કિંમત નિર્ધારણ નીતિ.		Yes	Yes	Yes
36	Evaluation of Power Project			Yes	Yes
37	Environmental Protection Act		Yes	Yes	No
38	સોલીડ વેસ્ટ, સુએજ વેસ્ટ અને મેડીકલ વેસ્ટના નિકાલ માટેના સૂચનોની કામગીરી.		Yes	Yes	Yes
39	Criminal Procedure Code	Yes		Yes	No
40	Civil Procedure Code	Yes		Yes	No
41	Evidence Act	Yes		Yes	No
42	Contracts Act	Yes		Yes	No
43	Societies Registration Act	Yes		Yes	Yes
44	Public Trust Act	Yes		Yes	Yes
45	Court Procedure and Handling Litigation		Yes	Yes	No
46	Corporate Environment Responsibility : C S R			Yes	Yes
47	Economy of Micro Irrigation		Yes		Yes
48	Methods for enhancing Productivity in Agriculture		Yes		Yes
49	Genetically Modified Crops - Understanding.			Yes	Yes
50	ગુજરાત સહકારી મંડળી અધિનિયમ-		Yes		Yes

	૧૯૬૧ અને તેની મુખ્યત્વે જોગવાઈઓ અને સહકારી મંડળી નિયમો.				
51	ખેત ઉત્પન્ન બજાર અધિનિયમ- ૧૯૬૩ અને તે હેઠળના નિયમો.		Yes		No
52	સહકારી ઓડીટ, સહકારી બેન્કોને લગતી બાબતો.		Yes		No
53	બોર્ડ ઓફ નોમીનીઝ કોર્ટ, રચના અને તેની કામગીરી.		Yes		Yes
54	ગુજરાત રાજ્ય સહકારી ટ્રીબ્યુનલની રચના અને તેની કામગીરી.		Yes		No
55	સહકારી મંડળીઓની ચૂંટણી, સહકારી ફેડરેશન, નિર્દીષ્ટ સહકારી મંડળીઓની ચૂંટણી વિષયક બાબતો.		Yes		No
56	મુંબઈ પોલીસ અધિનિયમ અને તેની મુખ્યત્વે જોગવાઈઓ.		Yes		No
57	ફોજદારી કાર્યરીતિ અધિનિયમ- ૧૯૭૩ હેઠળ મેજિસ્ટ્રેટરીયલ સત્તા	Yes	Yes		Yes
58	ભ્રષ્ટાચાર નિવારણ અધિનિયમ-૧૯૮૮ અને તેની મહત્વની જોગવાઈઓ.				No
59	Vigilance Manual of CVC.	Yes	Yes	Yes	No
60	Sexual Harassment at work places	Yes	Yes	Yes	No
61	Stamp duty Act + Rules		Yes		Yes
62	Land Revenue Code		Yes		Yes
63	Land Acquisition Act (Procedure)		Yes		Yes
64	Saurashtra Garkhed Act		Yes		Yes
65	Mumbai Tenancy Act		Yes		Yes
66	Mumbai Fragmentation & Consolidation of Holdings Act.		Yes		Yes
67	ATVT		Yes		Yes
68	Budget Manual	Yes	Yes	Yes	Yes
69	Mumbai Contingency Expenditure Rules	Yes	Yes	Yes	No
70	Mumbai Treasury Rules	Yes	Yes	Yes	No
71	Role & Function of Drawing & Controlling Officers (Disbursing)		Yes		No
72	Pension & Pensionary Benefits	Yes	Yes	Yes	No
73	Accounts & Audit		Yes	Yes	No
74	Gujarat Civil Services Rules (G.C.S.R.) Leave, Conduct, D & A	Yes	Yes		No
75	IT Act/Electronic Delivery and	Yes	Yes		Yes



	Services				
76	Double Entry Book - Keeping System	Yes	Yes		Yes
77	Audit Process : Half Margin Para		Yes		Yes
78	Project Finance		Yes	Yes	No
79	Project Management – Project Appraisal of Valuation		Yes	Yes	Yes
80	Guj. Panchayat Act		Yes		Yes
81	Guj. Municipality Act, BPMC Act		Yes		Yes
82	Town Planning Act		Yes		Yes
83	SC/ST Atrocities Act.		Yes		No
84	Roster Policy & Implementation		Yes		Yes
85	E- Procurement: IT - Hardware + Service Pro./ Regular procurement/ Work procurement.		Yes	Yes	Yes
86	Communication skills.		Yes	Yes	Yes
87	Library Management – Archives	Yes	Yes		Yes
88	Environmental Laws		Yes		Yes
89	Biodiversity Conservation		Yes		Yes
90	Environment Protection		Yes		Yes
91	Forest & Wild Acts		Yes		Yes
92	Gender & Gender Budgeting for Good Governance			Yes	Yes
93	Self-help Group (SHG), Project Preparation		Yes		Yes
94	Dealing with Legislative Business			Yes	Yes
95	Training on Management Skills		Yes	Yes	Yes
96	Time Management		Yes	Yes	Yes
97	Stress Management		Yes	Yes	Yes
98	Team Building & Motivation		Yes	Yes	Yes
99	Branding Government Schemes		Yes	Yes	Yes
100	Conducting Gram Sabhas		Yes		Yes
101	Forming SHGs		Yes		Yes
102	Dairy Development		Yes		Yes
103	Constitution of India - Part 1		Yes	Yes	No
104	Constitution of India - Part 2		Yes	Yes	No

## Note:

- a. GAD will place the work order for the module which are non-tentative as no. given below.
  - Basic Modules: 11
  - Intermediate Modules : 32
  - Advanced Modules: 19
- b. For the modules which are tentative, GAD reserves the rights whether to develop the same or not. GAD may give the work order for the same rate.
  - Basic Modules: 7
  - Intermediate Modules : 54
  - Advanced Modules: 23
- c. GAD reserves rights to vary 50% work in each category as specified in a and b.

Every module will be prepared in [either / or / and] Basic/Intermediate/Advanced level as indicated above. The successful bidder shall be responsible for hiring subject matter experts. The successful bidder shall, before beginning the work on the module, will be responsible for preparing and submitting to the ARTD, GAD for approval the outline, draft of content in power point, scheme of rendering including the script for narration, questions proposed to be used to assess learning. The successful bidder shall commence work of modules only after obtaining approval of ARTD. The successful bidder shall be responsible for incorporating feedback from ARTD on the draft and showing it to the ARTD for final approval. A skeletal work lacking in depth in coverage of the topic will be out rightly rejected.

The language of the content will be English for Advanced Level Module and will be Gujarati for Basic and Intermediate level module. Duration of each module will be 60 minutes. The module will be structured in such a way that it shall be broken in to topics of five minutes each. The module will have graphic / text presentation accompanied by audio visual narration. Each topic will have 5 minutes of learning content to be followed by minimum 5 questions for learning assessment from the topic. A person taking learning in that module will advance to the next topic only upon achieving 80% correct marks in the test else he will be gin the same topic again. The learning content will, besides explaining rule position, make extensive use of scenarios / case examples to drive home the learning in that module.

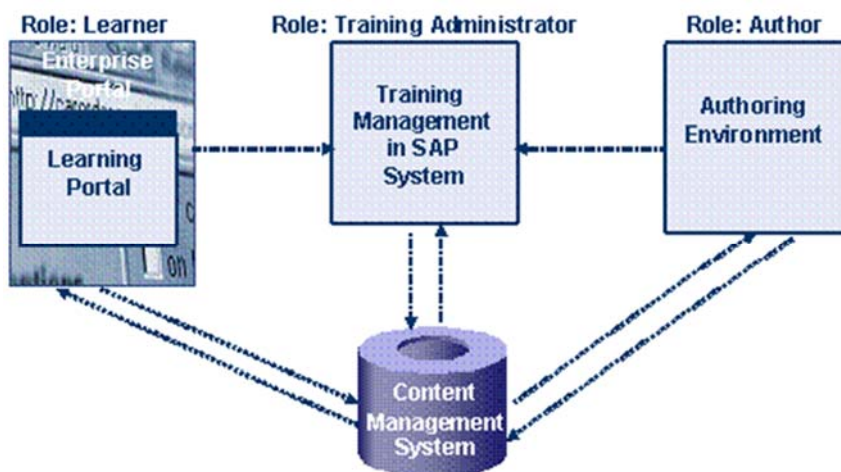
Basic modules will be for use by Class III employees of the Government, Intermediate modules will be for Class II employees and all direct Recruits in to the Government whereas Advanced level modules will be for Senior management in the government. A module will be deemed basic level where in the learnings are meant for the support function with emphasis on procedures. A module of Intermediate level will focus on rule position, procedures and scenarios. A module of Advanced level will have policy dimension, will present comparable policy/provisions from other Governments and will lay emphasis on different scenarios. Basic level module will have overview approach while advanced level module will have detail oriented approach.

The IPR of the modules will belong to government of Gujarat and bidder shall not use/sell/share/license the content developed and delivered to GAD/GIL under this scope to any other agency – Government or otherwise. If any breach of this condition/provision is noticed by GAD, the contract may be terminated by GAD forthwith without prejudice to GAD's right to take any other legal/executive action against the bidder/TSP.

### 3.2. Hosting Platform

The content shall be hosted on the Human Resource Management System (HRMS) Solution of General Administration Department and will use Adobe Connect technology for the hosting platform

#### Structure of SAP Learning Solution



The HRMS has following features in Training/Learning Module:

- HRMS solution has a training platform which should support Audio visual training based on electronic training modules. The solution is scalable and should support training registration and engagement at user convenience.
- HRMS System also supports holding of online tests based on training module delivered and granting of certificates upon successful completion of training. The system has content hosting platform along with tutorial on how to host training content.
- The design of the training module is generic in nature and bind courses, faculty, infrastructure, administration, testing, budgeting and costing details. There is also a facility to update the employee's profile upon his/her successful completion of the training program.
- The software supports a three level classification of training courses: program, module and course level
- Course level details includes number of sessions, maximum / minimum employees that enrolled, maximum wait listed employees, and based on mapping module and program should be automatically updated and online training facility.

- Enrolls an employee into a program on the basis of pre-requisites or by an organizational policy that details eligibility parameters. Eligibility parameters are years in service, category of management or other such employee profile determining parameters. Facility for storing the reference materials for a program, module, or a course, with details such as author name, available at (venue), publications etc. should be provided, enrollment by referral, actuated by promotion.
- Training objectives for program, module, and course is definable. Session details for capturing the number of sessions to break up into training time will be captured.
- Availability of Feedback on Course, Infrastructure, Course request and training need
- Training Needs from Appraisal and link to a suitable training program. Online training program completion directly updated in to service book.
- test performance based on no. of attempts and score obtained by employee
- This performance determination should result in an automatic upgrade of employee profile to consider special allowance/pay/incentive for skill upgradation.
- Capability to use training as a tool for development for the employee's functional and behavioral competency development
- Capability to develop a central monitoring / administration system for all training centers and institutes
- Capability to conduct hosting online training program and registration management for on line self-based learning, training
- Capability of hosting a virtual university for e-learning which would include e-learning content management, nomination by the management/ self, programme search/content search/on-line testing and certification, calculate cost to Government, interaction with trainers, interactive helpdesk, faculty / Group Evaluation on the basis of feedback etc.
- Capability of undertaking training need analysis for various units for creating a training plan using multiple tools e.g. performance management, competency management, and succession planning, self-nomination etc. or deriving from PAR – skill upgradation needs.
- Capability to prepare and publish training calendar and seek nominations/recommendations Online.
- Capability of conducting in-house/ external/customized training programs based on the training need analysis
- Ability to assess instructor competencies for conducting particular course.
- Capability of tracking the trainings to employees in institutions including trainings abroad
- Provide for various types of course enrollments viz., employee enrollment, manager enrollments, training needs identification from Performance Appraisal System (Limited Features), (Online except rating)
- Provision to enroll at individual level as well as at group level, including facility of self-nomination.
- Provision to monitor minimum and maximum number of trainees per course and create waiting lists if enrollments exceed maximum number of trainees with auto-enrollment feature for waitlisted candidates. Registration and confirmation of enrollment wait listed to get priority – process of cooling off to be developed.

- Capability to maintain training budget at employee level, unit level, institution level and track the training costs and track various type of training expenses and income from training to employees from outside organizations
- Capability of generating the training letters through print/ESS/e-mail including features like on-line confirmation, cancellation and rescheduling of training courses
- Capability to record and review trainees feedback for various parameters viz., training facility, instructor, and course materials and generate consolidated report for information of the management - On Line
- Maintain feedback from employees as well as instructors on training for assessment of training effectiveness and impact
- Provision to conduct exit tests on line after the course completion
- Capability to maintain full training history of all employees
- Capability to nominate Visiting Faculty based on the competence of the Faculty and skill gap / training requirement of the targeted employee cluster

**File type Supported:**

- The file type of module should be LMS content / Scorm Compliant Content.

**3.2.1. Technical Details:**

- LMS Hosting Platform: - Adobe Connect

**3.2.2. Additional facility to be provided by Total Solution Provider**

- Content to be captured in modules shall first be presented in power point, along with script of narration, scheme of presentation, questions proposed to be incorporated to the ARTD for validating concepts, rules, procedures proposed to be captured. After approval of content outline in ppt, the draft of LMS / Scorm compliant module shall be prepared for verification and approval by ARTD. After incorporating changes proposed, actual content will be developed, finalized and delivered in DVD drives in duplicate.

**3.3. Language of the Content**

- Basic and Intermediate level content shall be in Gujarati language and advanced level content will be in English language.

**3.4. Details of the activities****3.4.1. Documentation**

- Training Manuals and literature
- Systems Administration Manuals
- User manuals
- Installation Manuals
- Operational Manuals
- Maintenance Manuals

**3.5. Proposed timelines for Implementation**

The total time limit for the successful delivery of all the modules shall be 9 form the date of signing the contract which will be excluding the time required for approvals for the critical intermediate submissions. Time required for approval in normal circumstances may not exceed 20 working days for each such critical deliverables. However, the successful bidder shall have to supply 10 finished modules in first 3 months, another set of 20 finished modules in next 3 months and the rest within next three months.

#### **4. SECTION VIII: GENERAL CONDITIONS OF CONTRACT**

##### **4.1. Definitions**

- 4.1.1. "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 4.1.2. "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by GAD for selection of Agency.
- 4.1.3. "Competent Authority" means the General Administration Department.
- 4.1.4. "Committee" means committee formed by the General Administration Department (GAD) for the purposes of processing and evaluation of this bid
- 4.1.5. "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 4.1.6. "Total Solution Provider" means any private or public entity, which will provide the services to GAD under the contract.
- 4.1.7. "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 4.1.8. "Day" means Working day
- 4.1.9. "Effective date" means the date from which the contract comes into force and effect.
- 4.1.10. "Government" means State Government of Gujarat.
- 4.1.11. "GAD" means General Administration Department, Gujarat.
- 4.1.12. "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, Circulars in relation to personal management of employees in Gujarat Government.
- 4.1.13. "GIL" means Gujarat Informatics Limited, Block No.1, 8<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
- 4.1.14. "Personnel" means professional and support staff provided by the TSP and assigned to perform services to execute an assignment and any part thereof.
- 4.1.15. "Services" means the work to be performed by the agency pursuant to the selection by GAD and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GAD.
- 4.1.16. "Go live" means Development of e-Learning Course Content and training to the core team selected by General Administration Department and hosting it on HRMS platform. In case Development of all the modules is completed but the hosting and training gets delayed, third party may be appointed for certifying the same.
- 4.1.17. "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Agency for providing clarifications/modifications and communication.

##### **4.2. Application**

These General Conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

##### **4.3. Country of Origin**

- 4.3.1. All Services rendered under the Contract shall have their origin in the member countries and territories eligible.
- 4.3.2. The origin of Goods and Services is distinct from the nationality of the Supplier / agency.

#### **4.4. Standards**

- 4.4.1. The content supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

#### **4.5. Use of Contract Documents and Information**

- 4.5.1. The agency shall not, without GAD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the GAD in connection therewith, to any person other than a person employed by the agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.5.2. The agency shall not, without GAD's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 4.5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of GAD and shall be returned (in all copies) to GAD on completion of the agency's performance under the Contract if so required by GAD.
- 4.5.4. The agency shall permit GAD to inspect the agency's accounts and records relating to the performance of the agency and to have them audited by auditors appointed by GAD, if so required by GAD.

#### **4.6. Patent Rights, Copy Right**

- 4.6.1. The agency shall indemnify GAD against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.
- 4.6.2. The content with all its accompanying rights will fully vest in and belong to GAD in ARTD. The bidder shall not use/share/license/sell the content to any other person/agency/company/legal entity.

#### **4.7. Performance Security**

- 4.7.1. Within 15 days of receipt of the notification of contract award, the Agency shall furnish performance security to GAD for an amount of 10 % of the contract value, valid up to 1 years, starting from the date of commissioning of content.
- 4.7.2. The proceeds of the performance security shall be payable to GAD as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract.
- 4.7.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:



A Bank guarantee, issued by a Public Sector Bank located in India to GAD, in the form provided in the bidding documents or another form acceptable to the IT committee of GAD . Apart from Public Sector Bank, the bank guarantee from only following four private banks will only be accepted.

- IDBI Bank
- AXIS Bank
- HDFC Bank
- ICICI Bank

- 4.7.4. The Performance Security will be discharged by GAD and returned to the agency on completion of the agency's performance obligations, under the contract.
- 4.7.5. In the event of any contract amendment, the agency shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 4.7.6. On failure of submitting Performance Security, within 15 days of issuance of Lol, GAD shall reserve right to cancel Lol.
- 4.7.7. In case of delay in any of the deliverables, penalty of Rs 1000/--per week per module will be levied.

#### **4.8. Inspections and Tests**

- 4.8.1. GAD /GIL representative shall have the right to inspect and/or to test the content or work of the agency to confirm their conformity to the Contract specifications at no extra cost to GAD.
- 4.8.2. Should any inspected or tested content fail to conform to the specifications, GAD / GIL may reject the content and the agency shall either replace/redevelop the rejected content or make alterations necessary to meet specification requirements free of cost to GAD.
- 4.8.3. GAD /GIL's right to inspect test and, where necessary, reject the content/ deliverable after the content deployment at Project Site shall in no way be limited or waived by reason of the content previously been inspected, tested and passed by GAD or its representative prior to the content deployment.
- 4.8.4. Nothing in GCC Clause 8 shall in any way release the agency from any warranty or other obligations under this Contract.
- 4.8.5. The inspection of the working of the developed content shall be carried out to check whether the content is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the content on the HRMS platform. During the test run of content, no malfunction, partial or complete failure of any module of content or bugs in the content is expected to occur. The content should be complete and no missing modules/sections will be allowed. The TSP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GAD, the successful completion of the test specified.

#### **4.9. Payment**

##### **4.9.1. Payment Schedule**

General Administration Department shall follow the payment schedule for each module as given below.

80%	on Successful delivery of the module to ARTD and upon its installation on HRMS platform and testing
20%	2 months after delivery and upon rectification of any errors noticed/ other flaws/corrections desired

For making payments, every module will be a unit.

#### 4.9.2. **Payment Procedure**

- 4.9.2.1. The GAD/GIL shall certify actual implementation.
- 4.9.2.2. Successful bidder shall raise the module wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to GAD.
- 4.9.2.3. GAD shall verify the Invoice raised against the milestone achieved & shall make the payment as per provisions of this RFP.
- 4.9.2.4. The TSP's request(s) for payment shall be made to GAD along with the 2 original copies of invoice and necessary documents. The invoice should be English / Gujarat based.
- 4.9.2.5. Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

#### 4.10. **Prices**

- 4.10.1. Prices payable to the agency as stated in the Contract shall be fixed during the performance of the Contract.
- 4.10.2. The prices quoted should not be conditional / optional and it should be in line with the technology and approach presented during the Approach and Methodology Presentation by the Agency before the committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

#### 4.11. **Contract Amendments**

Subject to GCC Clause 15, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

#### 4.12. **Assignment**

The agency shall not assign, in whole or in part, its obligations to perform under the Contract, except with GAD /GIL's prior written consent.

#### 4.13. **Subcontracts**

- 4.13.1. No outsourcing / sub contracting shall be allowed. Any such effort/attempt will be seen as violation of the terms and conditions of the contract making the contract liable for termination.

#### 4.14. **Delays in the supplier / agency's Performance**

- 4.14.1. Delivery of the content and performance of the Services shall be made by the agency in accordance with the time schedule specified by GAD /GIL in the contract document.

- 4.14.2. If at any time during performance of the Contract, the agency should encounter conditions impeding timely delivery of the content and performance of Services, the agency shall promptly notify GAD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the agency's notice, GAD shall evaluate the situation and may, at its discretion, extend the agency's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and GAD, shall be at no extra cost to GAD.
- 4.14.3. Except as provided under GCC Clause 4.17, a delay by the agency in the performance of its delivery obligations shall render the agency liable to the imposition of a penalty pursuant to GCC Clause 4.15, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of the penalty.

#### **4.15. Penalty Clause**

- 4.15.1. If any of the detail provided by the company is wrong / misleading then GAD reserves the Rights to cancel the contract.
- 4.15.2. Subject to GCC Clause 4.19, if the agency fails to deliver any or all of the Services within the period(s) specified in the Contract, GAD shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to Rs. 1000 per module for each week of delay subject to a maximum deduction is 20% of the contract price. Once the maximum is reached, GAD may consider termination of the Contract pursuant to GCC Clause 23. GAD may impose this penalty even for the stage wise submissions as per the schedule given in GCC clause 32.

#### **4.16. Termination for Default**

- 4.16.1. GAD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the Contract in whole or part:
- 4.16.1.1. if the agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GAD pursuant to GCC Clause 19; or
- 4.16.1.2. if the agency fails to perform any other obligation(s) under the Contract.
- 4.16.1.3. if the agency, in the judgment of GAD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 4.16.1.4. For the purpose of this Clause:
- 4.16.1.5. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 4.16.1.6. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
- 4.16.1.7. If the Agency fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

4.16.2. In the event GAD terminates the Contract in whole or in part, pursuant to GCC Clause 21.1, GAD may procure, upon such terms and in such manner as it deems appropriate, delivered items similar to those undelivered at the risk and cost of the SP from alternate sources, and the agency shall be liable to GAD for any excess costs for such similar services. However, the agency shall continue the performance of the Contract to the extent not terminated.

**4.17. Force Majeure**

Notwithstanding the provisions of GCC Clause 19, 20, 21 the agency shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.17.1. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

4.17.2. If a force Majeure situation arises, the agency shall promptly notify GAD in writing of such conditions and the cause thereof. Unless otherwise directed by GAD in writing, the agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

**4.18. Termination for Insolvency**

GAD /GIL may at any time terminate the Contract by giving written notice to the Supplier / agency, if the Supplier / agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GAD.

**4.19. Termination for Convenience**

4.19.1. GAD by written notice sent to the agency may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GAD convenience, the extent to which performance of the agency under the Contract is terminated, and the date upon which such termination becomes effective.

4.19.2. The services/ content that is complete and ready for rendering / deployment within 30 days after the agency's receipt of notice of termination shall be accepted by GAD at the Contract terms and prices. For the remaining services, GAD may elect:

4.19.3. To have any portion completed and delivered at the Contract terms and prices; and/or

4.19.4. To cancel the remainder and pay to the agency an agreed amount for partially completed services / content and for services / content previously procured by the agency.

**4.20. Right to use defective content/equipment**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the content/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such content/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with GAD' operation.

**4.21. Supplier / agency Integrity**

4.21.1. The agency is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

**4.22. Supplier / agency's Obligations**

4.22.1. The agency is obliged to work closely with GAD' staff, act within its own authority and abide by directives issued by GAD.

4.22.2. The agency will abide by the job safety measures prevalent in India and will free GAD from all demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold GAD responsible or obligated.

4.22.3. The agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself/itself responsible for any misdemeanors.

4.22.4. The agency will treat as confidential all data and information about GAD, obtained in the execution of his/its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of GAD. However, if at any stage, breach of this condition is noticed by GAD, the contract may be terminated forthwith by GAD reserving rights of GAD to take any other legal/executive action against the bidder/TSP .

**4.23. Patent Rights**

4.23.1. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in GAD , the agency shall act expeditiously to extinguish such claim. If the agency fails to comply and GAD is required to pay compensation to a third party resulting from such infringement, the agency shall be responsible for the compensation including all expenses, court costs and lawyer fees. GAD will give notice to the agency of such claim, if it is made, without delay.

**4.24. Time limit for GAD project**

The total time limit for the successful implementation of the solution shall be 9 months form the date of signing the contract which will be excluding the time required for approvals for the critical intermediate submissions. Time required for approval in normal circumstances may not exceed 20 working days for each such critical deliverables.

**4.25. Unconditional Bid**

4.25.1. Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

**4.26. No Variable Cost in Financial Bid**

Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of GAD.

**4.27. Resolution of Disputes**

In this regard GAD doesn't go for any arbitration on dispute and GAD's decision will be final and binding on the agency.

**4.28. Governing Language**

The contract shall be written in English language. Subject to GCC Clause 35, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**4.29. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat as applicable.

**4.30. Taxes and Duties**

Agency shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted content / service to GAD. However, VAT/Service Tax in respect of the transaction between GAD and the agency shall be payable extra, if so stipulated in the Notification of Award.

**4.31. Limitation of Liability**

The entire liability of the bidder shall be limited to **Maximum (Limitation of liability) = Payment made to the bidder** and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

**4.32. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad of Gujarat only.

**4.33. Notices**

4.33.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by facsimile and confirmed by original copy by post to the other Party.

4.33.2. For the purpose of all notices, the following shall be the address of GAD and Supplier / Agency.

**General Administration Department, ARTD**

Block 7, 1<sup>st</sup> Floor,  
New Sachivalaya,  
Gandhinagar.

**Agency:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\*To be filled in at the time of Contract signature)

4.33.3.A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**5. SECTION: IX ANNEXURES****5.1. FORM I: Bid Proposal Form**

Reference:

Date:

Tender No.: GIL/

To

Sir / Madam

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Selection of Agency for e-Learning Course and Content Development for General Administration Department (GAD), Government of Gujarat in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid submitted online and made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by General Administration Department.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening as mentioned under the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount: \_\_\_\_\_ Rupees: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Purpose of Commission or gratuity: \_\_\_\_\_

(if none, state "none")



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature \_\_\_\_\_ (in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**5.2. Bidders Checklist**

Sr. No.	Eligibility Criteria	(Y/N)	Remarks
1.	Organization Information		
2.	Registered Society/Trust/Firm/Company/Agency providing services in the Content development sector incorporated under the Indian Companies/ Society Act		
3.	Service Tax/VAT/TIN registration in India.		
4.	Existence in content development sector since last 5 year		
5.	Average turnover of Rs. 2 crore for each of last three years ending on 31 <sup>st</sup> March, 2014. The turnover should not include other transactions with its subsidiary companies or with anyone under reciprocal agreements and should come from content development for LMS/Scrom compliant platform		
6.	Quality certifications (ISO or SEI-CMM Level or SCORM)		
7.	3 projects of production of e-learning content in the last three years or currently executing at least 3 Projects in last one year.		
8.	Proof of production of digital contents (portfolio); should have own studio/tie up with a studio of at least 10 hours (approx. 410 contents/modules) worth digital contents in 30 days;		
9.	Declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other State in India or by Government of Gujarat or any of the PSU in the state of Gujarat at the time of bidding.		
10.	Declaration of not violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.		
11.	Certificate of unlimited rights to GAD on 100 Rs. Stamp Paper		
12.	Declaration: At least one office in Gujarat, If not having any office in Gujarat, then should submit a letter of undertaking to open the office in Gujarat within 30 days from the date of issue of work order if he is awarded the work.		
13.	No Consortium will be allowed.		
14.	Letter of HR Head/Authorized person for proof of content development		
15.	Documents on Approach & Methodology		

**5.3. Eligibility and Technical Bid Documents****5.3.1. FORM II: Particulars of the Bidder's Organization**

1. Tender for Selection of Agency for e-Learning Course and Content Development for General Administration Department (GAD), Government of Gujarat.	
2. Name and full address of the firm/ Company/ Organization	----- -----
3. Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL	----- ----- ----- ----- -----
4. Income Tax Registration number. (PAN)	-----
5. Service Tax Registration No.	-----
6. Whether Public Limited Company or Private Limited Company or any other entity (Give details)	----- -----
7. In case of a company, details of Director, Managing Director etc and their Shareholding and their respective liabilities in carrying this tender and discharge of subsequent	----- ----- -----
8. Whether any establishment is in Gujarat. If so detailed address of the same and activity carried on there.	----- -----
9. Name and addresses and designation of the persons who will represent the Bidder while dealing with GAD/ GIL (Attach letter of authority)	----- ----- -----
10. Details of service / support network and infrastructure available in Gujarat. ( If Any)	----- -----
<p>Note: Above details are mandatory, Bidder may use additional sheets for above submissions.</p> <p>(Authorized Signatory)</p> <p>Name: _____</p> <p>Designation &amp; Authority: _____</p> <p>Place: _____</p> <p>Date: _____</p> <p>Stamp: _____</p> <p>Company Name: _____</p> <p>Business Address: _____</p>	

**5.3.2. Financial Details**

Sr. No	Particulars	Turnover of Company (in crores Rs.)
a)	FY 2011-12	
b)	FY 2012-13	
c)	FY 2013-14	

\* Please attach relevant documents as proof in support of above declarations

**5.3.3. Quality Certification**

Sr. No	Particulars	Details of Certification
	ISO	
	SEI-CMMI Level 3 or Level 5	
	SCORM	

\* Please attach relevant documents as proof in support of above declarations

**5.3.4. FORM IV: Performance Statement**

For each project, please provide a profile, based on the following template. The profile for single project must not exceed one page.

Sr. No.	Information Sought	Details
Customer Information		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contact coordinates	
	Name	
	Designation	
	Address	
	Phone Number	
	Mobile Number	
	Email ID	
Project Details		
3	Project Title	
4	Start Date / End Date	
5	Current Status (In Progress / Completed)	
6	Number of responding firm's staff deployed on this project (peak time)	
Value of the Project		

7	Order value of the project (in rupees lakhs)	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender is floated)	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated	
10	Description of the key areas where significant contributions are made for the success of the project	
11	Order Copies & Performance Certificate received from Client is attached with this statement	

### 5.3.5. Work Experience Certificate Content Produced For Number of Hours

Name of the Firm \_\_\_\_\_

Order Number and date	Order Placed by (full contact address of such agencies)	Content Produced (In no. of Hours).	Date of completion of delivery		Remarks indicating reasons for delay in delivery, if any
			As per contract	Actual	

Date: \_\_\_\_\_ Place: \_\_\_\_\_

### 5.3.6. FORM V: Project Team

An organization chart indicating the project Team organization as envisaged by the bidder for execution of this assignment

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sl. No.	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities

**DETAILED TIME SCHEDULE FOR VARIOUS ACTIVITIES** (Fill up the details in the format provided in our e-Tendering website <https://gil.nprocure.com>)

Consolidated time estimates required by the agency to complete the entire project excluding the time required for the approvals

A bar chart indicating the activity wise proposed Time schedule for the execution of this assignment.

**PERIODIC DELIVERABLES** (Fill up the details in the format provided in our e-Tendering website <https://gil.nprocure.com>)

Particulars	Time limit from the date of work order

**General Instructions/terms and condition specified below are indicative in nature and not exhaustive:**

1. GIL reserves the right to reject any or all bid documents without assigning any reason whatsoever.
2. Once a bid is submitted, it will be treated as complete and no additions, deletions or modifications in the bid will be allowed, unless specifically asked by General Administration Department/GIL.
3. If any information sought in this document is missing or not clearly specified by the bidder or found ambiguous, it will be assumed that the bidder is not in a position to supply the information and therefore will be evaluated accordingly.
4. Technical Bid Document shall be a self-contained one and no reference to any previous submissions will be permitted.

5. The bid shall be evaluated to ascertain the eligibility, technical suitability and competence of the bidder for final award of work.
6. Technical Bid Document shall not include any financial conditions and Bids containing such conditions will be liable to be rejected.
7. At the time of awarding the assignment, GIL shall draw out a detailed terms of reference. GIL reserves the right to impose necessary conditions on the bidder' for effective performance of assignment.
8. The bidder, its sub-agency and their personnel shall not either during the term or expiry of the assignment, disclose any proprietary or confidential information relating to the services, contract or the GAD' business or operation without the prior written consent of GAD.
9. GAD shall have the sole discretion of technically qualifying the bidders. Any further clarification on information about the organization, business and relevant details shall be disclosed only to such technically qualified bidders, at the discretion of the GIL/GAD.
10. The approach and methodology paper for the content development should also be submitted along with technical bid.
11. Bidders are expected to be ready for a presentation at a short notice to this effect. GAD/GIL will further technically qualify the bidders on the basis of such presentations and the decision of GAD/GIL will be final and will be binding to the bidders.

#### STATEMENT

\_\_\_\_\_

This is to explicitly state and certify that we, are capable of executing the total requirements for all organizations of GAD and that we have read and understood the conditions of this bid clearly. We, wherever required, have satisfied ourselves with the clarifications provided by GIL as regards the interpretation of bid clauses. We also understand that our response to this bid will be considered to be an offer to satisfy the requirements of the GAD as described in this bid, for the price indicated in the financial bid.

Signature \_\_\_\_\_ Name \_\_\_\_\_  
Date \_\_\_\_\_ Place \_\_\_\_\_

**5.3.7. FORM II: Self Declaration**

The

-----,  
-----

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide -----, in accordance with the terms and conditions in the tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and 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 Gujarat namely Prevention of Corruption Act 1988.

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31<sup>st</sup> March, 2014 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

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 and / or PBG and / or cancel the award of contract



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature: \_\_\_\_\_

(in the Capacity of) : \_\_\_\_\_

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder/ lead bidder in case of consortium.

**5.3.8. Form III: SELF-DECLARATION**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To,  
**General Administration Department**  
Block 5, 8<sup>th</sup> Floor,  
New Sachivalaya,  
Gandhinagar.

In response to the tender \_\_\_\_\_ dt.  
\_\_\_\_\_ of Dept. \_\_\_\_\_ as a  
owner/partner/Director of \_\_\_\_\_ I / We  
hereby declare that our agency \_\_\_\_\_ has capabilities of producing at least  
10 hours (approx. 40 contents) worth digital contents in 30 days which should be in English  
and Gujarati.

**Name of the Bidder: -**

**Signature: -**

**Seal of the Organization: -**

**5.3.9. Form IV: Certificate of Giving Unlimited Rights**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

**To,**  
**General Administration Department**  
Block 7, 3<sup>rd</sup> Floor,  
New Sachivalaya,  
Gandhinagar.

We, \_\_\_\_\_ do hereby confirm that in case of the contract being awarded to us, we shall transfer IPR of the content to be developed by us to General Administration Department, Government of Gujarat for using the content as per the their needs. We further confirm that we shall neither share nor reuse / sale / distribute the content in whole or in part with any other agency – Government or otherwise.

**Name of the Bidder: -**

**Signature: -**

**Seal of the Organization: -**

**5.4. FORM VI: Financial Bid**

Bidder should quote firm rates for the entire Scope of Work and Technical Requirements mentioned in the Section III of Tender Document:

**Total Financial Bid**

**Part A:** Financial bid evaluation shall take place with indicative quantity of 11 modules of Basic level, 32 modules of Intermediate level, and 19 modules of Advanced level as mentioned in the scope of work 3.1 note.

Module Type	Language of Module	Per Unit Module Rate	Total Number of Modules	Total Price
Basic	Gujarati		11	
Intermediate	Gujarati		32	
Advanced	English		19	
Grand Total				
Tax in %				

**Part B:** For the modules which are tentative, GAD reserves the rights whether to develop the same or not. GAD may give the work order at the same rate.

For the quoted rates, Taxes shall be extra. The bidder shall indicate applicable tax rate separately. The rates offered shall be valid for a period of one year from the signing of the contract. GAD in ARTD may assign module development work for additional modules on subjects not covered in this RFP, which the successful bidder shall have to deliver within 4 months from award of such extra work. GAD in ARTD also reserves its right to vary (either increase or decrease) the quantity by 50 percent (for part A and/or part B) and to that extent the list of modules indicated in scope of work is liable for alteration. Actual work on modules will take place based on the scope given as part of the actual work order.

**5.5. FORM III - Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name &amp; Address of the Purchaser/Indenter

---

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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/PURCHASER 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/PURCHASER 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 notwithstanding 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 \_\_\_\_\_ 2014

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

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address