

GUJARAT INFORMATICS LIMITED
A Government of Gujarat Company



REQUEST FOR PROPOSAL

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

Volume II –Contract

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

Pre-bid Meeting: 21.01.2019 on 1500 hours

Last Date of Submission of Bid: 01.02.2019 till 1500 hours

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

Date of Opening of Technical Bid: 01.02.2019 on 1700 hours

NOTE

Gujarat Council of Elementary Education (GCEE), Education Department, Government of Gujarat (GOG) intends to introduce Gyankunj in 6000 numbers of Government Elementary Schools within the framework of Council of Elementary Education (GCEE). Gujarat Informatics Ltd (GIL), on behalf of Council of Elementary Education (GCEE) invites proposals for the implementation of Gyankunj in Government Elementary Schools within the State of Gujarat including Supply of Hardware, Operating Software and Maintenance of the Systems for 5 years.

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

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

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

Instruction to the bidders for online bid submission:

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

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

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

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

DGM(Tech),
Gujarat Informatics Limited,
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010.
Phone: 079 - 23256239 Fax : 079 - 23238925
E-mail: viveku@gujarat.gov.in;

DISCLAIMER

This Request for Proposal (RFP) is issued by Gujarat Informatics Limited (GIL) on behalf of Council of Elementary Education (GCEE), Education Department, Government of Gujarat to identify Service Provider (s) to implement a Gyankunj Project in 6000 Government Elementary Schools within the framework of Council of Elementary Education (GCEE). The intent of this Request for Proposal (RFP) is to solicit Proposals from parties ("Bidders") who are interested in and are capable of providing the installation, commissioning, manpower service and support for implementation of Gyankunj in 6000 Government Elementary Schools within the framework of Council of Elementary Education (GCEE).

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

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

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

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

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

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

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

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

Volume II –Contract

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

Between

GUJARAT COUNCIL OF ELEMENTARY EDUCATION (GCEE) represented by [●] (hereinafter 'GCEE' which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

And

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

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

GCEE - SSA envisaged implementation the Gyankunj - 2019 in 6000 Secondary Schools of Gujarat within the framework of Council of Elementary Education (GCEE) on a Management Contract basis (hereinafter referred to as "*Project*") and through Gujarat Informatics Limited conducted a competitive bid process to select a Bidder for undertaking the same in accordance with the terms of this Agreement. The list of schools will be provided separately.

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

This Agreement is being entered into between GCEE - SSA and the Bidder for implementing the Project.

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

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

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

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

"Auditors" means any independent auditor(s) appointed by the GCEE - SSA

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

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

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

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

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

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

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

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

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

“Management Agreement/s” means this Agreement

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

1.2. Interpretations

1.2.1. In this Agreement, unless otherwise specified:

- i. references to clauses, sub-clauses, paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and Schedules to, this Agreement;
- ii. use of any gender includes the other genders;

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

1.3. Measurements and Arithmetic Conventions

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

1.4. Ambiguities

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

1.5. Priority of Documents

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

2. RELATIONSHIP OF THE PARTIES

2.1. Relationship of the Parties

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

2.2. Entire Agreement

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

3. TERM OF AGREEMENT, EFFECTIVE DATE AND CONDITIONS PRECEDENT

3.1. Term of Agreement

- 3.1.1. This Agreement will continue for a period of 5 years from the Effective Date, except where terminated or extended in accordance with the provisions of this Agreement.

3.2. Effective Date and Conditions Precedent

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

such Party and pursuant to which the obligations of the Parties under this Agreement shall commence.

3.3. Non-Fulfillment of bidder's Conditions Precedent

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

4. SCOPE OF SERVICES TO BE PERFORMED BY BIDDER

4.1. Scope of Services

- 4.1.1. The scope of services for the bidder covers following activity areas:
- i. To supply, install, commission & maintain hardware, software and connected accessories
 - ii. To supply Learning management System (LMS) with analytics for application usage
 - iii. To supply application to updation of e-content through Internet connectivity
 - iv. Delivery of laptop with pre-loaded existing e-content provided by GCEE, SSA
 - v. Updation of e-content on annual basis through manual process of installation of e-content on updates provided by GCEE, SSA if any.
 - vi. To provide dedicated technical resources as per the scope of work.
 - vii. Maintenance and troubleshooting support for the entire duration of the project of 5 years
 - viii. To maintain necessary systems and processes to track the project progress
 - ix. Report the progress periodically as required by GCEE – SSA

A. Supply, installation, commissioning testing and maintenance of hardware, software and connected accessories

- 4.1.2. The scope of services covers the activities given below:
- i. Supply and installation of newly procured Gyankunj Hardware, Software and connected accessories (Equipment) in specified schools as per the requirements, testing and deployment schedule as mentioned in the bid.
 - ii. Necessary electrification & cabling in the classroom
 - iii. The bidder to coordinate with school administration through GCEE - SSA for installation sign-off in specified schools as per the requirements of the project
 - iv. Maintain in working condition all Equipment deployed.
 - v. Undertake Preventive/periodic maintenance of all Equipment deployed in a scheduled manner to ensure that they are kept in good working condition throughout the Term of the Contract and to undertake repairs and replacement of defective / damaged equipment/parts and accessories.

- vi. The bidder to log newly procured Gyankunj Hardware, Software and connected accessories (Equipment) with OEM and the proof of the same to be shared with GCEE - SSA. Along with list of active local OEM authorized service providers. In addition the warranty details of the assets (i.e. projector, laptop) must also reflect on the OEM websites.
- 4.1.3. The bidder will have to offer the inspection in the manner as decided by GIL before delivering at respective sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied (if applicable) for back to back warranty support as per tender terms & conditions.

B. Operational support services

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

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

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

- 4.1.7. The Operational Support services should be capable of using hardware & software for normal operations and conversant in installation and operating the software installed including interactive teaching and learning pedagogies.
- 4.1.8. The deployed resources should be skilled to handle and provide basic handholding and IT operations support, training and technical trouble shooting
- 4.1.9. The Technical Support Persons shall report for administratively and functionally to respective BRC Coordinator and District Project Coordinator along with necessary co-ordination and support to Block Level MIS Coordinator and District MIS Coordinator of GCEE

C. Upkeep of records and periodic reporting

- 4.1.10. The Bidder shall deliver all reports, notifications and information, including all data, operating logs and information as required by GCEE - SSA on the project as given below:
 - i. **Maintenance of Attendance and Daily Operating Logs of equipment:** The Bidder shall prepare and maintain daily operating logs, records and reports documenting the operation, maintenance and repair of Hardware, Networking and connected accessories. A list of indicative information that should be maintained by the Bidder is provided in this bid.
 - i. **Delivery of Monthly Reports:** The Bidder shall provide to GCEE - SSA a monthly report adhering to the contents format given in RFP.
 - ii. **The bidder to participate in weekly, monthly and annual review meeting**
- 4.1.11. The Bidder shall respond in a timely manner to requests for information from any Governmental Instrumentality including that under the Right to Information Act.
- 4.1.12. The bidder will have office at the Gandhinagar/Ahmedabad which will seat the relevant personnel and monitor the program progress and performance for the handholding period.

5. OBLIGATIONS AND RESPONSIBILITIES OF BIDDER AND GCEE - SSA

5.1. Obligations and responsibilities of Bidder

- 5.1.1. In addition to fulfilling the terms specified under Scope of Services, the Bidder shall also fulfill the obligations and responsibilities contained herein in section 5.1.
- 5.1.2. The Bidder shall at all times comply with:
 - i. all conditions and requirements imposed by all Consents obtained by the GCEE - SSA and / or the Bidder in relation to construction, operation and maintenance;
 - ii. all notices and directions from all Governmental Instrumentalities;
 - iii. all Applicable Laws, including those relating to Environmental Laws; and
 - iv. the health safety provisions for the project

- 5.1.3. The Bidder shall initiate and maintain precautions and procedures necessary to comply with applicable provisions of all Applicable Laws, including those related to prevention of injury to persons, or damage to property relating to the Project.
- 5.1.4. The Bidder shall provide, employ and be fully responsible for all operating staff as required to perform the Scope of Services under this agreement and in compliance with Applicable Law. Such personnel shall be qualified and experienced in the duties to which they are assigned.
- 5.1.5. The rates of compensation and all other matters relating to the employment of all individuals employed by the Bidder for the performance of the Services shall be determined solely by the Bidder. The Bidder shall retain sole authority, control and responsibility with respect to its employment policy in connection with the performance of its obligations hereunder.
- 5.1.6. Adequate care shall be taken by Bidder for the safety and security. Successful bidder will have to replace the equipments free of cost against the stolen equipments without waiting for Non Tractability Report (NTR). Respective School will file the FIR and NTR will be given to successful bidder once get from Police. In this case, the replaced material will be the property of Cos / Respective school and the recovered theft material will be the property of successful bidder. The bidder will have to replace the stolen material within 7 school working days from the date of incident reporting by respective school / CoS, failing to which the penalty clause D.1 as per Penalty Schedule may apply.
- 5.1.7. The Bidder has to observe all statutory compliances like GST, Minimum wages act etc. of Government of Gujarat and Government of India as and when applicable during the contract period. Any disruption in the services and cost arising from the same due to such non-compliance will be sole responsibility of the bidder/contractor.
- 5.1.8. The Bidder covenants that:
 - i. it will inform GCEE - SSA promptly upon becoming aware of the same, of any pending or, to the best of the Bidder's knowledge, threatened, action, suit, investigation, arbitration or other proceeding that would impair the ability of the Bidder to perform its obligations under this Agreement;
 - ii. it will inform GCEE - SSA promptly upon becoming aware of the same, of writs, judgments, injunctions, decrees or similar orders of any Governmental Instrumentality outstanding against the Bidder which would adversely affect its use, operation or maintenance of the Project;
 - iii. it will inform GCEE - SSA promptly upon becoming aware of the same, of any notice of any violation or potential violation of any Applicable Law received by the Bidder or any of its Associates pertaining to or affecting or that would be reasonably likely to affect the Bidder's ability to perform Services or which is in violation of any Applicable Law pertaining to the Project, which violation or potential violation would have an adverse effect on the ability of the Bidder to perform its obligations under this Agreement;

- iv. it shall not cause any thing to arise or be created or subsist which would or could be an overriding interest in the Project, subject to Encumbrances permitted hereunder, so as to have an adverse effect on the ability of the Bidder to perform its obligations under this Agreement;
 - v. it will inform the GCEE - SSA promptly upon becoming aware of the same, of:
 - a. any notice of any adverse claim by any Person in respect of GCEE - SSA of the Project or any interest in them; or
 - b. it will ensure, during the Term, that all assets of the Project are, maintained in good condition; and
 - c. it will inform the GCEE - SSA promptly upon becoming aware of the same, of any existing event, fact or circumstance that constitutes an Event of Force Majeure.
- 5.1.9. The Bidder shall maintain the hardware, software and connected accessories in proper working condition throughout the contractual period as per Terms of the Agreement.
- 5.1.10. The Bidder shall not charge any fee to the students and teachers in the schools covered under the Project and shall not use the facilities created for earning revenues other than that provided as part of this Project.
- 5.1.11. The Bidder shall not assign or make over the Agreement, the benefit or burden thereof to any other person or persons or body corporate. No under-letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

5.2. Obligations and responsibilities of GCEE - SSA

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

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

- award of contract and successful bidder will have to install the same as per the scope of work of RFP. Bidder shall be responsible to provide existing e-content given by GCEE preloaded with laptop
- iv. Licensed Ant viruses will be given to the successful bidder which should be pre-installed from factory site.

B. Project Monitoring and Oversight

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

C. Payments to Bidder

- 5.2.7. GCEE - SSA will make payments to the Bidder under this Agreement in a timely manner in accordance with terms of Payments to Bidder of this Agreement

6. PERFORMANCE BANK GUARANTEE

6.1. Furnishing of Performance Bank Guarantee by Bidder

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

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

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

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

- 6.1.2. The rates quoted by the bidder if found seriously unbalanced the employer shall ask for payment of additional Performance Bank Guarantee to protect the employer against financial loss.

- 6.1.3. If the bidder fails to furnish the Performance Bank Guarantee in the format specified, within 15 (fifteen) days and sign the contract agreement from the date of receipt of the notification of award/LOI, the EMD furnished by such bidder may be forfeited.
- 6.1.4. Within 15 (fifteen) days of receipt of the notification of award/LOI, the successful Bidder shall sign and date the Contract and return it to the GCEE - SSA. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the Preferred Bidder shall be referred to as "Bidder".
- 6.1.5. The Performance Bank Guarantee furnished by the successful Bidder in respect of his/her bid will be returned at the expiry of six month from the end of the contract period or date of last payment whichever is later, subject to the satisfactory performance of the contractual obligations.
- 6.1.6. If the Preferred Bidder after signing the Contract fails to perform any contractual obligation, the Performance Bank Guarantee furnished by the bidder will be forfeited.
- 6.1.7. Failure of the Preferred bidder to comply with the requirement of Clauses 6.1.1 and 6.1.4 shall constitute grounds for the annulment of award and forfeiture of EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- 6.1.8. The Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted.

7. PAYMENTS TO BIDDER

- 7.1.1. The Payments to Bidder shall comprise two components and shall be made as per Terms outlined in Schedule V of this Agreement.
 - i. Completion of Equipment deployment and its inspection
 - ii. Operational Support services payment
 - iii. Adjustments for achievement of Performance Standards
 - iv. All payments to be linked to SLA, Performance of Resources deployed, actual attendance of resources deployed and subject to submission of required reports

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

8.1. Force Majeure

- 8.1.1. Force Majeure shall mean and be limited to the following:
 - i. War / hostilities
 - ii. Riot or Civil commotion
 - iii. Earthquake, flood, tempest, lightening or other natural physical disaster.

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

8.2. Penalty and Termination for non-fulfillment of Contract

- 8.2.1. If the initial phase of the contracted assignment (i.e. Equipment deployment) is not completed in full within the period as stipulated in the Contract Agreement, penalty at the rates will apply as outlined in penalty schedule
- 8.2.2. In the eventuality of Termination for non-fulfillment of the contractual obligations, the Performance Bank Guarantee furnished by the Bidder will stand forfeited.
- 8.2.3. In the eventuality of Termination for non-fulfillment of the contractual obligations during the contract period, GCEE - SSA may ask Bidder to take back the material without any additional compensation.
- 8.2.4. In this case, Bidder cannot claim any damages or further payment for any services /goods unpaid. The decision of GCEE - SSA would be final & binding to the bidder. In case of any dispute, jurisdiction will be Gandhinagar.

9. DISPUTE RESOLUTION

9.1. Amicable resolution

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

9.2. Arbitration

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

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

[GCEE - SSA]

By:
Name:
Title:

[Bidder]

By:
Name:
Title:

SCHEDULE I

COVERAGE OF LOCATIONS/SCHOOLS AS PART OF THIS PROJECT:

List of District wise schools with no. of classrooms will be given separately.

SCHEDULE II

SCOPE OF SERVICES AND PERFORMANCE MILESTONES

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

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

Schedule II A – Objective of the Project & Equipment Deployment

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

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

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

What is "Gyankunj" Model?

Gyankunj is a school digitization Programme to enhance classroom interactivity and teaching-learning process with the help of technology tools. It aims to reinforce teaching-learning and evaluation process.

Objectives:

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

Requisite Facilities at Classroom under this Model:

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

- Wi-Fi Internet Connectivity at school
- Whiteboard
- Interactive Projector
- Laptop
- Speaker
- Learning Management System with analytics for application software usage
- Software Application to update e-content through Internet Connectivity
- Wi-Fi Router
- LAN Switch with necessary LAN cabling
- Maintenance support for hardware

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

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

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

1. Teaching is made interactive through integrating all solutions
2. Teachers would be able to execute all pedagogy tactics (Do, Define, Demo, Evaluation) for enhanced delivery of curriculum
3. Use of e-Content provided by Gujarat Council of Elementary Education (GCEE) and Video Content telecast under e-Class project; at teachers-students comfort level
4. Exploring utilization of all Educational Contents, Freeware, Open Source Resources, Online Resources, eContent Created / Tailored by teachers etc. with comfort to teachers up to complete understanding of all students
5. Academic delivery through e-Contents, Audio-Visuals, Digital Textbooks which can be accessed offline (local host), online (Cloud based) as well as on local computer

6. The solution would attract Students to learn and grasp the curriculum with long lasting knowledge
7. The solution would also attract teachers to use the solution seamless by recording video lectures on board, tailoring online resources as per the need of children etc.
8. Inspiring teachers to do innovations for academic delivery to address need of children to achieve learning level of each individual

Implementation Process:

It is decided to implement the project in 6000 schools. For this implementation, this RFP is floated for supply, installation & maintenance & operational support services. As teacher has key role and accountability under project, the project monitoring methodology would be fully digital in form of Mobile Application as well as Web Application to give handy tool to teacher for sharing inputs, feedback and monitoring project status at all level. The Mobile application as well as the web application is being developed by Gujarat Council of Elementary Education (GCEE) separately and bidder is not required to provide any services for mobile and web application.

I) Gyankunj Hardware, Software and connected accessories

➤ **White Board**

80" diagonal size of marker writing board with aluminium section trim in powder coated matt finished paint with wall mount kit.
Bidder will have to mount white board on the wall
Bidder will have to supply the White Board as per the scope of RFP along with necessary wall mounting kit and mount the same on the classroom wall.

➤ **Interactive Projector**

Features	Specifications
	Short Throw Projector, Projector should be fit at a distance where it should not create shadow / interference on whiteboard while writing on whiteboard during teaching process and also should not create disturbance on eyes of the teacher conducting the class
Resolution	1024 x 768 or better
Brightness	Minimum 3000 lumens at ANSI level or higher
Contrast Ratio	2000:1 or above
Technology	LCD /DLP
Lamp life hours in Standard mode	Minimum 3000 hours or better
Zoom Facility/Focus	Required
Key stone	One way must
Mounting	Ceiling & front
Remote	Full function remote with battery
Power supply	240V AC, 50 Hz
Input	Computer, Video (Optional), HDMI, Audio In
Accessories	<ul style="list-style-type: none"> • Ceiling Mount Kit - Ceiling mount kit for Projector • Power cable, HDMI Cable, Audio Cable & Video Cable with required length • Manual & CD, Professional Laser Pointer, Guide
Interactivity features	<ul style="list-style-type: none"> • Support Windows OS platform • Should Support multi touch & multi writing • Should support Gesture Recognition like zoom, pan, tilt, flicks etc. • Native handwriting recognition of English • Support shape recognition and text recognition features including for all alphabets, numerals • Should capable to annotate on any 3rd party applications • Should have recording feature • Capability of taking Snapshot from running video

Note:

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

➤ **Laptop**

Processor – 7 th Generation Intel® Core™ i5 Processor (3M Cache, 1.60 GHz) or higher
Motherboard with Integrated Chipset with Processor or better
8 GB DDR4 @ 1866 MHz or better upgradeable to 16 GB
1TB or higher SATA HDD with 5400 RPM
Screen: 14"/15.6" or higher LED B/L non-touch Display with 1920*1080 resolution
Graphics card: Additional Intel® Graphics 1GB Media Accelerator HD or better
Wired Communication: Integrated 10/100/1000 Mbps Gigabit Ethernet.
Wireless Communication: Integrated Wireless LAN 802.11 ac & Blue tooth
Optical Drive: DVD +/- RW (Internal/External)
Inbuilt Web Camera, Internal Microphone, Internal Speakers
Mandatory Ports: 3 USB (including 1 USB 3.0 port), Additional 1 USB port or extender for the same, 1 Head Phone jack & Micro Phone jack / Headphone & Microphone Combo jack, 1 RJ-45, 1 HDMI port
Optional Ports: 1 PC card slot- PCI Express, 1 S-video, 1 RJ-11
Pre-loaded licensed Microsoft Windows 10 Pro. (64 bit) National Academic edition (under shape the future program) Operating System with Latest service pack.
Data Recovery Software: Pre loaded software tool that has provision for scheduled backup for restoring OS & data. Should have capability to take backup to external media. (Please specify name of Data Recovery Software)
Power management: Advanced Power Management feature.
Certifications: RoHS, Latest Energy Star Compliant
3 or more Cell Lithium-Ion / Lithium-Ion Polymer battery with minimum 4 Hours of battery back-up time
OEM carry case

- Licensed Antivirus will be given to the successful bidder which should be pre-installed from factory site.
- Microsoft Office 2016 (Academic Edition) will be separately procured by GCEE, SSA that will be provided to successful bidder. Successful bidder will have to supply all the Laptops with pre-loaded Microsoft Office 2016 (Academic Edition)

➤ Speaker

Speaker	
Package	2 Nos. of speaker with inbuilt amplifier
Power Output	15Watt or above
Power Supply	AC 200V ~ 240V / 50Hz
Frequency	Frequency - 20 KHz to 50 KHz
Others	AUX audio input compatible with DVD/PC/TV
	Power type indicator LED
	Rotary type Volume control
	2.0 Channel multimedia speaker compatible
Note: Bidder will have to install two speakers on the opposite wall of white board with necessary wiring, so that the laptop output is sufficiently audible in the class.	

➤ Others

Necessary electrification in the class room with ISI makes plug socket and switch for all the required IT equipments to be installed in class room.

Bidder will have to provide surge protection extension board with fuse to restrict damage to hardware equipment due to the voltage fluctuation problem at school.

- Learning Management System with analytics for application software usage
- Software Application to update e-content through Internet Connectivity

Equipment Deployment:

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

- To provide Gyankunj hardware for every school and depute full time **Manpower resources - One person per block for 1st year & after that one person per district for 2nd to 5th year** as per infrastructure listed in **Table-A**.

Table-A:

Item	Unit
White Board	1
Interactive Projector	1
Laptop	1
Speakers	1
Learning Management System with analytics for application software usage	1
Software Application to update e-content through Internet Connectivity	1
Necessary Electrification	As required

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

1. Supply of Hardware, Software and connected accessories (must be brand new and unused) as prescribed in the tender document for a contract period of 5 years.
2. To provide, install and maintain in working condition the hardware, software and necessary infrastructure.
3. To supply Learning management System (LMS) with analytics for application usage
4. To supply application to updation of e-content through Internet connectivity
5. Delivery of laptop with pre-loaded existing e-content provided by GCEE, SSA
6. Updation of e-content on annual basis through manual process of installation of e-content on updates provided by GCEE, SSA if any.
7. In case of theft and fire, bidder has to take adequate steps and resume the contracted services to GCEE - SSA in 15 working days after receiving the copy of FIR complaint from school principal.
8. Bidder will have to facilitate to install any other software provided by GCEE - SSA / School in all requisite hardware.
9. Bidder will ensure that logo as approved by GCEE - SSA is included in start screen of laptop.
10. The operating system and other software packages including e-content shall be upgraded / updated by bidder from time to time as and when upgraded version of operating system is available as well as during preventive maintenance schedule.
11. To undertake preventive maintenance in the allotted Government Elementary Schools for the hardware, software and connected accessories) as prescribed in the approach and methodology for a contract period
12. Warranty: Comprehensive onsite warranty for 5 years from the date of installation of equipments

13. If any equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.
14. Offer free maintenance services shall be provided during the period of contract. The response time for addressing the complaints shall be as per incident based schedule
15. The school will log the complaints update in the complaint register maintained at the school. The format of lodging the complaint need to be devised in consultation with school/GCEE - SSA in local language.
16. The equipment deployment must adhere to the implementation schedule outlined in Schedule III implementation schedule
17. Before disposal of the assets at the end of the contract period, the user department reserves a right to do a random check of minimum 5% of systems and the serial number of the systems should match the original serial numbers of the sub-assemblies with the exception of the parts or system that have been changed in the course of repairs and replaced during the contract period.
18. Bidder will have to keep available 5% stock in spares for all hardware by establishing 5 to 6 hubs including big cities like Ahmedabad, Rajkot, Surat, Vadodara to store them considering geographic access across the state to make standby arrangements on immediate basis for any breakdown of hardware in classrooms at schools without any additional cost. The places for establishing hubs will be provided by GCEE, SSA at Office of the DPEO/DEO/DIET
19. Bidder will have to provide 5 years warranty for supplied hardware/ software and other peripherals.
20. Bidder shall be responsible to provide the Laptops with preloaded usage tracking software with real time automatic usage/on-off logs for application and equipment. Bidder will have to develop & provide a usage tracking application for monitoring the usage of equipments. The said usage tracking application is required to be preloaded in the laptop. The usage tracking application should provide following details:
 - i. Number of laptops switched ON at any point of time – daily basis
 - ii. Duration for which a laptop was ON – Daily basis
 - iii. Duration for which e-content was played on laptop – daily basis
 - iv. These reports should be generated school wise, district wise.

The said usage tracking application shall send the details to cloud based application over internet. In absence of internet connectivity, the usage tracking application shall store the logs locally & shall send the details to cloud based application once the internet connectivity is available. The access to cloud based application for usage tracking shall be provided in the form of user ID & password to GCEE – SSA for accessing the details & downloading the required reports as mentioned above.

Schedule II B – Testing of equipments at deployment

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

SCHEDULE III – IMPLEMENTATION SCHEDULE

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

Scope of work	Time Line (in working days)	Activities
Signing of contract	T	
Delivery, Installation, Commissioning & Inspection	T + 30 (1 st lot 2000 schools) T + 60(2 nd lot additional 2000 schools) T + 90(3 rd lot 2000 schools)	100% of Delivery, installation and commissioning of each complete lot of 2000 schools after inspected by GIL
Manpower Deployment	T+91	Manpower resources should be deployed immediately after completion of installation and commissioning. <ul style="list-style-type: none"> • One person per block for first year & • One person per district for second to fifth year

SCHEDULE IV

INDICATIVE INFORMATION REPORTING OBLIGATIONS

A. Information Logs to be maintained at School by Bidder

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

1. Downtime register
2. Service contact points
3. Quick trouble shoot guides
4. Adherence to timetable
5. Equipment list and their free service dates
6. Preventive maintenance schedule

B. Monthly reports to be submitted by Bidder to GCEE - SSA

The following monthly reports needs to be maintained and updated by the Bidder at individual school level. These logs will be monitored by GCEE - SSA and the TPA.

1. Equipment downtime and service timelines report
2. Key faults that have caused the equipment downtime
3. Preventive maintenance reports

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

SCHEDULE V

PAYMENTS AND PENALTIES

A. Payment for Goods and Services

All payments to be linked to SLA, Performance of resources deployed, actual attendance of resources deployed and subject to submission of required reports. The payment structure for the vendor for the goods deployed and services rendered shall include the following components:

Payment Structure:

- **Hardware & software payment**
 - No advance payment will be made.
 - Delivery, installation, commissioning & Inspection shall be divided in 3 lots, each lot will have 2000 schools.
 - On successful completion of delivery, installation, commissioning & inspection of each lot, 80% payment of that particular lot will be released.
 - Remaining 10% of hardware cost of all lots will be released after 6 months from successful completion of delivery, installation, commissioning & Inspection of last lot.
 - Remaining 10% of hardware cost of all lots will be released after 1 year from successful completion of delivery, installation, commissioning & Inspection of last lot.
 - The inspection will be done as decided by GIL
 - All payments to be linked to SLA performance

- **Operational Support Services payment:** Quarterly after completion of every quarter, after submission of invoice with supporting documents.
All payment to be linked to SLA, performance of resources deployed ,actual attendance of resources deployed and subject to submission of required reports.

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

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

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

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

such cases NOC shall be issued by GCEE - SSA on submitting proof by the Bank for clearance of cheque, if any.

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

Bidder to ensure minimum salary of Manpower Resources as per the prevailing minimum wages fixed by State / Central Government.

B. ASSIGNING OF THE CONTRACT IN WHOLE OR IN PART

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

C. PERFORMANCE BANK GUARANTEE

Within 15 days of receipt of letter of acceptance the successful bidder shall submit to the purchaser a Performance Bank Guarantee in favour Gujarat Council of Elementary Education (GCEE), Gandhinagar payable at Gandhinagar as mentioned in the bid.

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

D. PENALTY SCHEDULE

Penalty schedule for various performance parameters as below:

1. Equipment deployment delay:

- Per school per day Rs. 5,000 for deployment delay.
- If delay is more than 7 days, penalty will be as follows:
 - From 8th day to 14th day, penalty would be levied @150% (Rs. 7,500)
 - From 15th day onwards penalty @ 200% (Rs. 10,000) of the per day penalty amount
- The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.

- Delay in excess of 8 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

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

2. Equipment downtime: Per day charge for downtime

- During warranty period, if the complaint is not resolved within 3 working days from reported date, the penalty of Rs. 500 per day for Laptops, Projector and penalty of Rs. 200 per day for other peripherals will be levied. However, if the complaints not resolved within 7 working days then from 8th working day to 14th working day, penalty would be levied @ 150% and from 15th day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

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

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

Note:

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

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

3. Change request of new make & model :

The Bidder may quote only one option (i.e. only one product can be quoted) against each item. Bidders are required to mention make & Model of the product (Do not write "OEM" against any item.)

No "End of Life" product should be quoted in the bid. Make & Model quoted by the bidder should be available till the contract period (duly supported for spares/OEM support for contract period).in any case, change of make & model of quoted item will not be allowed.

However, during the contract period, if the OEM stops manufacturing the quoted model and the bidder will offer to supply new make & model instead of quoted make & model, then compulsorily min. percent (2 %) of that item total value shall be deducted from the payment of that particular qty. of item. The final amount to be deducted will be determined by GIL after having look at the market prices. Also, whenever such a change is proposed by the bidder, prior permission of GIL to do so will be required.

4. Manpower resource absence / non-deployment during the period:

- o 1 day leave per month per resource is allowed. Accordingly, leave of maximum 3 days (including separate/consecutive) per quarter is allowed subject to permission of reporting authority.
- o Any absenteeism beyond 3 days leave in a quarter will lead to deduction in payment on pro-rata basis as per respective monthly rate.
- o In case of absenteeism between 4 to 15 days (including separate/consecutive), half month payment will be deducted and in case of absenteeism between 16 to 30 days (including separate/consecutive), full month payment will be deducted.
- o In case of absenteeism due to resignation or any other reason, replacement has to be provided within maximum 7 days.

SCHEDULE VI

PROFORMA OF CONTRACT-CUM-EQUIPMENT

Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks: Any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2019 ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of _____

SCHEDULE VIII

Warranty Certificate of OEM

Warranty Certificate

To Whom So Ever It May Concern.

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

Sr.No	Item Name	Make	Model	Quantity	Serial No of Equipments.
1					
2					
3					

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

Signature of Managing Director / Director

Name of Managing Director / Director:-

DIN of Managing Director / Director:-