

Response to pre-bid queries

Bid for Establishment of Digital Education & Learning Labs (DELL) in Colleges of State of Gujarat including Supply of Hardware, Software & Manpower including Maintenance of the Systems for 5 years on behalf of Society for Creation of Opportunity Through Proficiency in English (SCOPE), Commissioner of Higher Education, Education Department, Government of Gujarat (Tender No. HWT020719562)

Sr. No.	Tender Clause	Query / Clarification / Suggestions from the Vendors	Response to bidders
Eligibility Criteria			
1	The Bidder or Lead Bidder & Consortium Partner (in case of Consortium) should have an average annual turnover of Rs. 50 Crore (Minimum) during the last three financial years as on 31.03.2018. The copies of Audited Annual Accounts & CA Certificate for last three years shall be uploaded along with the bid.	Since we are already in the AY 19-20, request the department to allow and consider the turnover and documentation for last three financial years as on 31.03.2019. Having said that, Audited Annual Accounts and CA certificates for last three years shall be considered. Also, on page 34. Form no. E1 also mentions 2018-19 as last year.	Please see revised RFP
2		We request you to amend it "Rs. 40 Crore (Minimum) during the last three financial years as on 31.03.2018"	Suggestion not accepted
3	The Bidder (OR Lead Bidder in case of Consortium) should have at least three years of experience in successful implementation of English Language Lab / Computer Aided Learning Lab or Similar Project including supply, installation and maintenance of computer hardware and related accessories & supply of skilled manpower for running the same and should have implemented the same in at least 100 sites.	We request you to change this to the following: The Bidder (OR Lead Bidder OR Consortium Partner) in case of Consortium) should have at least three years of experience in successful implementation of English Language Lab / Computer Aided Learning Lab or Similar Project including supply, installation and maintenance of computer hardware and related accessories & supply of skilled manpower for running the same and should have implemented the same in at least 100 sites.	Suggestion not accepted
4		We request the department to consider the bidder having at least two years of experience in successful implementation of English Language Lab / Computer Aided Learning Lab or Similar Project including supply, installation and maintenance of computer hardware and related accessories & supply of skilled manpower for running the same and should have implemented the same in at least 100 sites.	
5	The Bidder or Lead Bidder OR Consortium Partner in case of Consortium should have at least three years of experience of supply & maintenance of English Language Software and should have implemented the same in at least 100 sites.	Request Modification: The Bidder or Lead Bidder OR Consortium Partner in case of Consortium should have at least three years of experience of supply & maintenance of English Language Software / educational e-Governance software in any educational institutes of Government / PSU and should have implemented the same in at least 100 sites.	Please see revised RFP
6		1. We request the department to consider an experience of E-learning Software in English Language or English Language Software, since English Language Software is very specific and new concept in education, asking for its experience is inevitable. 2. We request the department to allow experience of OEM in addition to Lead bidder and consortium partner for English Language Software.	

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7	The Manufacturer of the product(s) (OEM) should be ISO 9001:2008 Process Certified for manufacturing. (Form No. E-6). Copies of ISO Certificates to be submitted.	Our understanding is that this applies to computer hardware OEMs only and not to the English Language Software OEM. Kindly confirm the same.	ISO Certificate required for the items specified in Form No. E-6
8	Consortium of maximum 2 partners will be allowed.	Request Modification: Consortium of maximum 3 partners including lead bidder will be allowed.	Please see revised RFP
Scope of Work			
9	Bidder must have to quote only one option of the English Language Learning Software from the below mentioned makes only: 1. Pearson 2. Cambridge Empower 3. McGraw-Hill ELLevate English 4. Apco 5. The Princeton Review	The mentioned list is restricted to five options only. Kindly note that we cater to the specs and features mentioned in the document and yet will not be able to participate in providing our services to the colleges. We request you to kindly review the list and include us as an option. We take this opportunity to introduce ourselves as the foremost English Language Learning software implementers with over 3500 installation in a variety of Educational institution ranging from schools, colleges and professional institutions besides several government projects across the country. We cater to over one million learners annually. Our products branded "Words Worth English Language Lab" have been available for over a decade and we are proud to be a Gujarat based organization.	Suggestion not accepted
10		Since department has listed and limited the makes of ELL software, it has following impact on our bids: 1. Other potential ELL Applications with same specifications will not be able to participate and OEM with much higher customer base and impact will be missed out since they are not a part of this list. 2. Listed OEM will unnecessarily squeeze the market price among themselves, which will affect the bidders and end client adversely. Hence, we suggest the department to remove the list of ELL Software makes which will provide competitive environment.	
11	Features & Functional requirements of English Language Learning Software as per the Scope of Work defined in RFP.	Cambridge Empower is not a software license based product but a blended product (Book + Online LMS platform). The LMS platform is browser based. Though we would be more than interested in bidding for the project, however the following points require clarification: a)THE RFP documents requires, bidders to bid the for installing 99 licenses for the software. Since Cambridge English Empower is not a software, but a blended product, there is a unit cost associated with every license granted to every individual user along with the book. The license is valid for 12 months after activation.b)The book and LMS license is for a particular CEFR level, rather than all levels combined.c)The LMS is designed to work with desktops / laptops and is browser based. It is not currently optimized for mobile devices.d)The product is currently in English language only and not bilingual (English + Gujrat). Our team can however look into development of a bilingual product, however that would depend on the volumes and would be subject to further discussions on timelines. Considering the above constraints, we would like to understand, whether we can still bid for the project and that whether there is flexibility as far as the platform for the content is concerned.	Please see revised RFP

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12	The English Language Lab Software license should be perpetual for life (with updation) and should be in the name of Society for Creation of Opportunity Through Proficiency in English (SCOPE). The upgrades / updates should be available for the contract period of 5 years without any additional cost.	Updation post 5 years of contract period is not suggested since it has an added cost to the end client.	Please see revised RFP
13	Duration of the Contract The duration of the Contract period for this program will be of 5 years. The duration spent for installation of Hardware and Software will not be a part of contract period. Hence the actual contract period starts after the successful installation of hardware, software and deployment of manpower.	Since there may be a difference in the date of installation from college to college, would the contract of 5 years for each college start upon installation of components in that college or would the 5 years start about a certain percentage of colleges implementation completes?	As per revised RFP
Terms & Conditions			
14	21.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after: a) If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or b) If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order. c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.	We are fine with the same. We understand that vendor will also have a similar right to terminate the contract for cause if customer fails to pay an undisputed fees after following the escalation mechanism and after providing a 30 days cure period.	Suggestion not accepted
15	21.3. In the eventuality of termination for non-fulfilment of the contractual obligations during the contract period, SCOPE/ Commissioner of Higher Education/Education Dept, Govt. of Gujarat may ask successful bidder/contractor to take back the material without any compensation or pay the appropriate depreciated value of the good supplied deducting the instalment/s and advance already paid. In this case, contractor cannot claim any damages or further payment for any services/ goods unpaid. The decision of SCOPE/ Commissioner of Higher Education/ Education Dept, Govt. of Gujarat would be final & binding to the bidder. In case of any dispute, jurisdiction will be Gandhinagar.	Bidder clarifies Assets ownership will be transferred on completion of successful inspection of the supplied hardware, software and shall not be taken back	Suggestion not accepted
16	41.1. Penalties for delay in delivery and installation: a) If the bidder fails to deliver and install the requisite devices, equipment, hardware, Language Lab Software within 60 working days from the date of confirmed purchase order / site readiness of the College, then a sum equivalent to 2% of per College Value shall be deducted from the payment for each calendar week of delay or part thereof.	We understand that this penalty will be computed on the value of the product that suffers a delay in delivery.	No. It is clearly mentioned in the RFP.

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17	41.1. Penalties for delay in delivery and installation: b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.	We request you to change it to "b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 5% of the total value of Hardware part & language lab software."	Suggestion not accepted
18	41.1. Penalties for delay in delivery and installation: c) 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.	We understand that delays attributable to customer will be excluded from the same.	RFP is self explanatory. Delay due to site readiness issue will not be considered for penalty calculation.
19	41.2. Operational / Warranty period Penalties: e) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.	We request you to change it to "The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of opex value"	Suggestion not accepted
20	41.2. Operational / Warranty period Penalties: g) In case if bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.	We understand that a notice and cure period of 30 days will be provided prior to PBG forfeiture.	It is clearly mentioned in the RFP
21	Payment for Hardware, Software and connected accessories shall be made in India Rupees as follows: b) On completion of successful inspection of the supplied hardware, software & installation of hardware and software and connected accessories and receipt of certificate of installation from the concerned College Principals & MIS coordinator of respective district, 90% of the total value of Hardware part & language lab software will be paid to the contractor. Inspection will be carried out by GIL & SCOPE.	We request you to change it to "b) On completion of successful inspection of the supplied hardware, software & installation of hardware and software and connected accessories and receipt of certificate of installation from the concerned College Principals & MIS coordinator of respective district, 100% of the total value of Hardware part & language lab software will be paid to the contractor. Inspection will be carried out by GIL & SCOPE."	Suggestion not accepted
22	c) Remaining 10 % will be paid to the contractor in 20 equal instalments once every three months. This quarterly payment will be based on the Performance Oriented Output according to deliverables.	In light of above change requested, we request you to delete this clause	Please see revised RFP
23		Request clarification on performance-oriented outputs and its parameters.	Performance-oriented outputs and its parameters will be as per the scope of work and SLA defined in the RFP document.
24	Payment	We understand that an undisputed invoice will be paid within 30 days of its receipt by the customer along with supporting documents.	As per revised RFP.

Technical Specifications

Sr. No.	Tender Clause	Query / Clarification / Suggestions from the Vendors	Response to bidders
Server with Monitor			
25	Form Factor & System chassis: Micro ATX/ SFF System chassis with suitable power supply to sustain full load including possible future up gradations. Complete system should be energy star 6.0 compliant / BEE Star certified	Micro ATX / SFF System Chassis are Desktop Form Factor hence request you to change the same with Mini Tower Form Factor which is Server Based Chassis or amend the same as Micro ATX / SFF System / Mini Tower	Pls see revised RFP
26	CPU: Intel® Core™ i3 Processor (3.60 GHz, 6 MB Cache) or higher OR AMD Ryzen™ 3 Processor (3.5 GHz, 6 MB cache) or higher	Request you to please change processor with Intel(R) Xeon(R) E3-1225 v5 Processor 3.3GHz 8M Cache,4C/4T,Turbo,80W or Better instead of Intel Core i3 or AMD Ryzen as both the processors are Desktop Processor not Server Processor.	Pls see revised RFP
27	Motherboard & Chipset: Suitable chipset for above mentioned processor-based motherboard with minimum two PCI/PCI-x slots.	All current generation servers are available with PCIe Slots hence please change the same from PCI/ PCI-x Slots to PCIe Slots .	Pls see revised RFP
28	Memory: Min. 4 GBDDR4 @ 2400 MHz or higher RAM expandable up to 16 GB with 1 DIMM slot free.	Request you to amend the clause as Server should support 4 DIMMs Slots, up to 64GB DDR4 RAM.	Pls see revised RFP
29	Ports: Total 6 USB ports with at least 2 USB 3.0 ports (min. 2 at front), VGA / HDMI / DP port, Microphone – Headphone OR Universal Audio Jack	HDMI / DP Port, Microphone - Headphone or Universal Audio Jack are part of Desktop Specification. Server has VGA Ports for Connectivity and Other Peripherals like Printers, Microphone - Headphones are available with USB Connectivity hence please change the same accordingly.	Pls see revised RFP
30	Certifications: RoHS, UL/CE/FCC or equivalent third party certification from reputed Agency, Windows 10 Certification	As requirement is for Server hence please change Windows 10 Certification to Windows 2012 or Above Certification.	Pls see revised RFP
31	OS: Windows Server Std 2012 R2 or higher	Requested for Windows 10 Pro. As per the tender specification of Server is same as Desktop Specification, however OS has been asked for Server OS. We would like to inform that Windows Server Std 2012 R2 or higher can not be provided with Desktop. Hence, we are requesting to consider Window 10 Pro. for the same.	Pls see revised RFP
Desktop with Monitor			
32	OS: Pre-loaded licensed Microsoft Windows 10 Pro. National Academic Edition Operating System with Latest service pack. Restore/ Recovery CD/ Self Mechanism	Clarification on Microsoft STF Agreement for Windows 10 Pro. National Academic Edition Operating System We would like to understand that do you have agreement from Microsoft under STF policy for Microsoft Windows 10 Pro. National Academic Edition Operating System. If yes, please share the LOE letter for the same.	No. As per revised RFP
33	Memory: Min. 4 GBDDR4 @ 2400 MHz or higher RAM expandable up to 16 GB with 1 DIMM slot free.	-	Please see revised RFP

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Monitor for desktop			
34	19" or higher wide screen LED Backlit based TFTs, Contrast Ratio – 1000:1 or better, Resolution – 1360 X 768 or better, TCO Displays 6.0 certified or better; Monitor should be of same make of offered PC Brand	We request to please amend the Contrast Ratio - 600:1 or accept Dynamic ratio 10M:1.	Suggestion not accepted
35	Monitor should be of same make of offered PC Brand	As GIL has considered monitor to be of different brand in the recently floated tender, we request you to consider the same for the present tender as well.	Please see revised RFP
Multifunctional Laser Printer			
36	Multifunctional Laser Printer (Print, Scan, Copy)	<p>There are Two Printer technologies are available in the market.</p> <p>1. Laser & 2. Inktank</p> <p>You have asked only laser technology in above said tender. Request you to please include the latest Mono Inkjet technology in above said tender Latest inktank technologies having the better specification which you have asked in current laser printer category.</p> <p>1. Cost per print is lower than laser.</p> <p>2. Speed is higher than laser</p> <p>3. Power consumption is to low.</p> <p>4. Eco friendly ink</p> <p>5. User can easily refill .</p> <p>So our humble request you to please consider the latest Mono Inkjet technology in above said tender.</p>	Suggestion not accepted
Switches			
37	8 port 10/100/1000 Mbps Auto sense unmanageable Switch	Request you to please amend the specification as 8 port 10/100/1000 Mbps Smart Manageable Switch as Unmanaged Switches are not Enterprise Class Switches	Please see revised RFP
38	24 port 10/100/1000 Mbps Auto sense unmanageable Switch	Request you to please amend the specification as 24 port 10/100/1000 Mbps Smart Manageable Switch as Unmanaged Switches are not Enterprise Class Switches	Please see revised RFP