

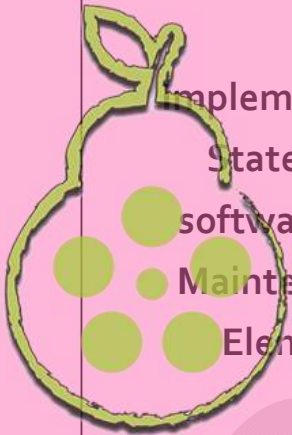
GUJARAT INFORMATICS LIMITED
A Government of Gujarat Company



REQUEST FOR PROPOSAL

RFP NO.:GIL\GCEE\BOO\2017

Volume II – Draft Contract



Implementation of Gyan Kunj in Primary schools of within the State of Gujarat including supply of hardware, operating software, manpower services including teacher training and Maintenance of the systems on behalf of Gujarat Council of Elementary Education (GCEE), Education Department, Gandhinagar

Version	: 1 (ONE)
Client	: Gujarat Council of Elementary Education Department Government of Gujarat
Pre-bid meeting - Date and Time	: 29.04.2017 at 1500 hours at GIL office
Submission – Date and Time	: 12.05.2017 up to 1500 hours online
Bid Opening – Date and Time	: : 12.05.2017 at 1700 hours
Pre-bid meeting Venue	: Block No. 1, 8 th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382017 Phone: 23256022 Fax: 23238925 E-mail: info@gujaratinformatics.com Website: https://gil.gujarat.gov.in/

NOTE

Gujarat Informatics Ltd (GIL), on behalf of Director, Gujarat Council of Elementary Education (GCEE), Education Department, and Government of Gujarat (GOG) intends to introduce Gyan Kunj in 1609 in Elementary Schools of Gujarat within the framework of Sarva Shiksha Abhiyan. GIL on behalf of GCEE proposes to procure hardware, software, and services for Gyan Kunj in 1609 numbers of Elementary Schools covered by SSA.

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** : **DRAFT 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 are readily available on <https://gil.gujarat.gov.in/> and <https://gil.nprocure.com> and submit the same to <https://gil.nprocure.com> electronically on or before due date & time of the bid. Physical bid will be not accepted in any circumstances.

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

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

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

DGM(Tech),
Gujarat Informatics Limited,
8th Floor, Block No.1, Udyog Bhavan,
Gandhinagar 382017
Phone: 23256022 Fax : 23238925
E-mail: info@gujaratinformatics.com

DISCLAIMER

This Request for Proposal (RFP) is issued by Gujarat Informatics Limited (GIL) on behalf of the Gujarat Council of Elementary Education (GCEE), Education Department Government of Gujarat to identify Service Provider (s) to implement Gyan Kunj Project in 1609 schools of Elementary Schools of Gujarat and within the framework of Sarva Shiksha Abhiyan. The intent of this Request for Proposal (RFP) is to solicit Proposals from parties ("Bidders") who are interested in and capable of Gyan Kunj in 1609 number of Elementary Schools of Gujarat within the framework of Sarva Shiksha Abhiyan.

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



P D F K I W I

Volume II – Draft Contract

THIS AGREEMENT is made on this the 29.04.2017 at Gujarat

Between

GUJARAT COUNCIL OF ELEMENTARY EDUCATION 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 envisaged implementation the Gyan Kunj Project - 2017 in 1609 Elementary Schools of Gujarat within the framework of Sarva Shiksha Abhiyan on a Management Contract basis (hereinafter referred to as "**Project**") and through Gujarat Informatics Limited conducted a competitive bid process to select an Bidder for undertaking the same in accordance with the terms of this Agreement. The list of schools are provided in Schedule I of this Agreement.

Following this, on [●] GCEE 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 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 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, 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 1.5.1 ii to iv 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 as an independent service provider to manage the Project on behalf of GCEE as per the terms of this Agreement. GCEE shall establish and notify to the bidder major policies concerning the Project (the "Policies"), and has delegated to the bidder the overall day-to-day responsibility of financing, procuring, operating and providing services as part of the Project, as more specifically described in this Agreement.

2.2. Entire Agreement

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

3. TERM OF AGREEMENT, EFFECTIVE DATE AND CONDITIONS PRECEDENT

3.1. Term of Agreement

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

3.2. Effective Date and Conditions Precedent

- 3.2.1. The Effective Date of this Agreement will be the date on which all the Conditions Precedent are satisfied or waived in writing by both the Parties.
- 3.2.2. The bidder shall fulfill the following Conditions Precedent within 45 days of Agreement Date (collectively known as Operator's Conditions Precedent)
 - i. Deploy a Project Manager as per terms of section 4 Scope of Services
 - ii. Set up a Project Management Office at Gandhinagar as per terms of section 4 Scope of Services
- 3.2.3. GCEE 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 Gyan Kunj hardware install with electrical power connection) in 50% of the schools where services are to be provided.
- 3.2.4. Both Parties to this Agreement may by written consent agree to extend the date for fulfillment of any of the Conditions Precedent of the other Party up to an additional sixty (60) Business Days or such other period, from the date of expiry of the original period ('Long Stop Date').
- 3.2.5. Upon fulfillment of the Conditions Precedent by a Party the other Party shall forthwith issue a letter confirming full and complete satisfaction of the Conditions Precedent to such Party and pursuant to which the obligations of the Parties under this Agreement shall commence.

3.3. Non-Fulfillment of bidder's Conditions Precedent

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

4. SCOPE OF SERVICES TO BE PERFORMED BY BIDDER

4.1. Scope of Services

4.1.1. The scope of services for the bidder covers following activity areas:

- i. To supply, install, commission & maintain hardware, software and connected accessories
- ii. To provide dedicated technical support personnel (TSP) for a period of 3 months from installation and commissioning to each of the schools.
- iii. To provide training and handholding support to teachers conducting teacher interactive training as specified
- iv. To aid GCEE in certification for the training's conduction in co-ordination with the state SSC for electronics and IT
- v. Maintenance and troubleshooting support for the entire duration of the project of 3 years
- vi. To establish state level help desk with toll free number as required by the project for a period of the project duration of 3 years
- vii. To maintain necessary systems and processes to track the project progress
- viii. Report the progress periodically as required by GCEE

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

4.1.2. The scope of services covers the activities given below:

- i. Supply and installation of newly procured Gyan Kunj Hardware, Software and connected accessories (Equipment) in specified schools as per the requirements, testing and deployment schedule as per Schedule II Part A.
- ii. Necessary electrification & cabling in the classroom
- iii. The bidder to coordinate with school administration through GCEE 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 Gyan Kunj Hardware, Software and connected accessories (Equipment) with OEM and the proof of the same to be shared with GCEE. Along with list of active local OEM authorized service providers. In addition the warranty details of the assets must also reflect on the OEM websites
 - vii. Obtain Insurance against theft, fire and natural calamities of all installed equipment and accessories
- 4.1.3. The bidder will have to offer the inspection in the manner as decided by GIL before delivering at respective sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied (if applicable) for back to back warranty support as per tender terms & conditions.

Manpower Deployment and provision of technical support personnel (TSP)

- 4.1.4. Under this activity, the Bidder is responsible for deployment, functioning and replacement of the following types of staff / manpower as part of the project adhering to the terms and conditions mentioned herein and in Schedule II. C.
- i. Appoint **one (1) Project Manager** for project at the state-level for coordination and implementation of the project and to provide periodic feedback and reporting to Government Authorities. The Bidder is expected to adhere to the deployment, replacement, qualifications, roles and responsibilities of the Project Manager specified in Schedule II Part D. Project manager will be appointed from day of signing contract till completion of handholding period after the installation, testing and commissioning of equipment.
 - ii. Appoint one full time **Technical Service Personnel (TSP) for every school for 3 months period after installation, testing and commissioning of equipment.** The TSP should well versed in Open source, Digital media based interactive learning pedagogies, teacher training, handholding and Maintenance in each school starting from the date of installation and commissioning of all hardware, software and connected accessories throughout the Term of this Agreement.

C. Handholding support and training to Teachers

- 4.1.5. Under this activity, the Bidder is expected to undertake a comprehensive training program of teachers in schools covered under this Project as per instructions given below and adhering to the coverage and other conditions specified in Schedule II Part D.