

**Bid for Selection of Agency for Supply,  
Installation and Maintenance of Tools &  
Equipment and Lab Set up and Providing  
Vocational Trainers (VTs) for Electronics &  
Hardware Sector under Vocational Education  
Programme in Government Secondary  
Schools of Gujarat**

**TENDER No. SS/VE/19-20/E&H**

**Date for Tender Publishing: 11.12.2019**

**Date for Pre-bid Meeting: 17.12.2019, at 1200 hours**

**Last Date for Submission of Bid (Online): 24.12.2019, up to 1200 hours**

**Last date for Submission of EMD & Bid Processing fees (Physical): 24.12.2019, up to  
1500 hours**

**Date for Opening of Bids: 24.12.2019, at 1600 hours**

**Bid Processing Fee: Rs. 3000/-**

**Samagra Shiksha**

**Gujarat Council of School Education (GCSE)**

**State Project Office,**

**Sector-17, Gandhinagar, Gujarat.**

## SECTION I: INVITATION FOR BIDS (IFB)

Gujarat Council of School Education (GCSE) has implemented various projects at secondary and senior secondary school level under the umbrella of Samagra Shiksha, to provide quality education to the students. It is implementing Vocational Education Programme for students of class IX to X studying in Govt. secondary school of the state.

Gujarat Council of School Education (GCSE) invites proposals through this document (hereinafter referred to as "Tender" / Bid document), from eligible Bidders for "Selection of Agency for Supply, Installation and Maintenance of Tools & Equipment and Lab Set up and Providing Vocational Trainers (VTs) for Electronics & Hardware Sector under Vocational Education Programme in Government Secondary Schools of Gujarat" (Tender No. SS/VE/19-20/E&H). The Proposals will consist of and be evaluated as a Technical Bid and Financial Bid.

Please note that this bid document is not actual award of contract / work order.

The bidders may download the tender document from website of [www.nprocure.com](http://www.nprocure.com).

Sr. No.	Particulars	Remarks
1	Tender No.	<b>SS/VE/19-20/E&amp;H</b>
2	Pre-bid Meeting	<b>17/12/2019, 1200 hrs.</b>
3	Last date and time of submission <b>(Online ONLY)</b>	<b>24/12/2019 up to 1200 hrs.</b>
4	Last date and time of submission of DDs of EMD and Bid processing fee <b>(Original in Physical Copy)</b>	<b>24/12/2019 up to 1500 hrs.</b> Samagra Shiksha, Gujarat Council of School Education State Project Office, Sector-17, Gandhinagar, Gujarat - 382017
5	Time and date of opening of bids	<b>24/12/2019 at 1600 hrs.</b>
6	Place of opening of tender	Samagra Shiksha, Gujarat Council of School Education State Project Office, Sector-17, Gandhinagar, Gujarat - 382017
7	Address for Communication	State Project Director Samagra Shiksha, Gujarat Council of School Education State Project Office, Sector-17, Gandhinagar, Gujarat - 382017 Email: <a href="mailto:ssavocationaledu@gmail.com">ssavocationaledu@gmail.com</a>
8	Bid Processing Fees <b>(Original in Physical Copy, Scanned copy in Online)</b>	Rs. 3000/- (In form of DD in favour of "State Project Director, Sarva Shiksha Abhiyan, Gandhinagar" payable at Gandhinagar, Gujarat)

9	EMD <b>(Original in Physical Copy, Scanned copy in Online)</b>	Bidders are required to submit EMD of Rs. 5,75,000/- In the form of DD or Bank Guarantee in favour of "State Project Director, Sarva Shiksha Abhiyan, Gandhinagar" payable at Gandhinagar, Gujarat
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All bids **(Technical & Financial) MUST** be submitted online **ONLY** on <https://www.nprocure.com> website.

Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.

In the event of the date specified for receipt and opening of bid being declared as a holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed times. GCSE reserves the right to reject any bid without assigning any reason.

## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

Gujarat Council of School Education (herein after referred to as "GCSE") invites through this document, Proposals from interested bidders for Selection of Agency for Supply, Installation and Maintenance of Tools & Equipment and Lab Set up and Providing Vocational Trainers (VTs) for Electronics & Hardware Sector under Vocational Education Programme in Government Secondary Schools of Gujarat, through e-tendering route.

### Eligibility Criteria for the bidder:

Sr. No.	Criteria	Supporting Documents
1	Bidder should be NSDC approved Training Partner for Electronics & Hardware Sector	Valid certificate issued by NSDC and Copy of extract of NSDC Term Sheet / Sector Addition Approval from NSDC is required to be attached
2	Bidder's should have 3 years of Existence as on Bid Submission Date	Certificate of incorporation issued by Govt. of India is required to be attached
3	The bidder must have one office in Gujarat.	Please upload the copy of any two of the following: Property tax bill / Electricity Bill / Telephone Bill / GST Registration / Lease agreement. In case, bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of Selection.
4	Bidder should have trained at least 1,000 No. of candidates in Electronics & Hardware sector in last 3 years as on Bid Submission Date	Training completion certificate/ any authorization from client stating number of trainees trained
5	Bidder should have average annual turnover of Rs. 96 lakhs in last 3 Financial Years (FY 2016-17, 2017-18, 2018-19)	Certificate issued by CA / Audited Financial Results is required to be attached
6	Bidder should have completed minimum 3 Orders with work experience of Deployment of Vocational Trainers and Installation & Maintenance of Equipment for Lab Set up in Any Vocational / Skill Training Program of Electronics & Hardware Sector.	1 order each of providing Vocational Trainers and Lab Set up or combined order with both the components shall be submitted.  Work Order along with completion certificate/ any authorization from client stating such work experience

The bidder must bid for all Items & whole quantity. Partial bidding will be rejected.

**Note:** Bidders who wish to participate in this bid will have to register on <https://www.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 required to participate in (n)Procure, need not procure a new Digital Certificate.

### The terms and conditions are as follows:

- 1 The last date of submission of bid on the website <https://nprocure.com> & Physical copy (EMD & Bid Processing fees) is as per Schedule mentioned in this document.
- 2 Original Tender Fees and EMD shall be submitted physically as mentioned in schedule of bid.
- 3 GCSE reserves the right to ask the bidders to submit the bid and/or any other documents/clarifications in physical form.
- 4 The bid is non-transferable.
- 5 The bidder will have to upload the scanned copy of bid document duly signed (all pages) by the authorized signatory as a part of the bid, complying terms and conditions of bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid.
- 6 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GCSE in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 8 Bidders can submit queries in Written/ E-mail ([ssavocationaledu@gmail.com](mailto:ssavocationaledu@gmail.com)) **at least a day before** the date of pre-bid meeting to "State Project Director, Samagra Shiksha, Gujarat Council of School Education, State Project Office, Sector-17, Gandhinagar, Gujarat - 382017". GCSE will clarify and issue amendments if any. No queries in any other form will be entertained. Bidders shall submit their queries strictly in following format:

Sr. No.	Name of Agency	Page Number	Tender Clause / Section / Sub-section	Required Clarifications/ Suggestions

- 9 The Bids will be opened as mentioned in schedule at Samagra Shiksha, Gujarat Council of School Education, State Project Office, Sector-17, Gandhinagar, Gujarat in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

**Please address all queries and correspondence to,**  
State Project Director  
Samagra Shiksha,  
Gujarat Council of School Education  
State Project Office,  
Sector-17, Gandhinagar, Gujarat - 382017

Email: [ssavocationaledu@gmail.com](mailto:ssavocationaledu@gmail.com)

- 10 **Amendment of Bidding Documents:**
- 10.1 At any time prior to the deadline for submission of bids, GCSE may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- 10.2 The corrigendum / amendment if any will be published on website <https://nprocure.com>.
- 10.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GCSE, at its discretion, may extend the deadline for the submission of bids.
- 11 The Bidder will have to submit **Non-refundable Bid Processing Fees and Earnest Money Deposit (E.M.D.) as mentioned in Section-1** on or before the date and hours of bids submission in a sealed cover at GCSE office with the heading **“Bid for Selection of Agency for Supply, Installation and Maintenance of Tools & Equipment and Lab Set up and Providing Vocational Trainers (VTs) for Electronics & Hardware Sector under Vocational Education Programme in Government Secondary Schools of Gujarat”**.
- 11.1 Bid processing fees must be in the form of Demand Draft in favour of “State Project Director, Sarva Shiksha Abhiyan, Gandhinagar” payable at Gandhinagar, Gujarat along with the covering letter. **Please affix the stamp of your company on the overleaf of demand draft.**
- 11.2 EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid up to validity of bids + 90 days) of any Nationalized Bank (operating in India having branch at Ahmedabad / Gandhinagar) in favour of “State Project Director, Sarva Shiksha Abhiyan, Gandhinagar” payable at Gandhinagar, Gujarat (as per prescribed format given in this document) and must be submitted along with the covering letter.
- 12 In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time, the bid will be rejected by GCSE as non-responsive.
- 13 Unsuccessful bidder’s E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the contract and furnishing the Performance Bank Guarantee as prescribed by GCSE, whichever is earlier.
- 14 In exceptional circumstances, GCSE may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 15 The successful Bidder's E.M.D. will be discharged upon the Bidder signing the Contract and furnishing the performance bank guarantee as mentioned above.
- 16 **The E.M.D. may be forfeited:**
- (a) If a Bidder withdraws its bid during the period of bid validity
- (b) In case of a successful Bidder, if the Bidder fails:

- (i) To sign the Contract as mentioned above or
- (ii) To furnish performance bank guarantee as mentioned above or
- (iii) If the bidder is found to be involved in fraudulent practices.

17 Bid validity will be of 120 days after the date of Financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GCSE may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder(s).

18 **Termination of Contract:**

GCSE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

18.1 If the Bidder, in the judgment of GCSE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

18.2 If the bidder does not start performing the contract within stipulated time period

18.3 If the bidder stops performing the contract or withdraw the activity to perform the contract

18.4 If the bidder breaches any terms and conditions of the contract or do not perform the contract in whole or part

18.5 If the bidder does not follow the written instructions given by GCSE.

18.6 If the bidder does not perform the contract up to the satisfactory level even after regular feedback from GCSE.

18.7 In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.

19 Late Bids - The bidder will not be able to submit the bid after final submission date and time.

20 **Modification and Withdrawal of Bids**

20.1 No bids will be allowed to be modified subsequent to the final submission of bids.

20.2 No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.

21 **Evaluation of Bids:**

- 21.1 The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. Bid Processing Fee and such other details as GCSE officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 21.2 After the closing time of submission, GCSE committee will verify the submission of Bid Processing Fees and EMD as per bid terms and conditions, any deviation found in Bid Processing Fees or EMD will lead to rejection of the Bid. The eligibility criteria evaluation will be carried out of the responsive bids. Any effort on the part of bidder to influence bid evaluation process may result in the rejection of the bid. Detailed evaluation may include, scrutiny of minimum eligibility criteria information submitted as per evaluation criteria. The bidder may highlight the noteworthy/superior features of their services. The bidder may be asked to demonstrate/substantiate all claims made in the bid to the satisfaction of the GCSE, the capability of the service to support all the required functionalities at their cost in their office/in any other organization where service is in use. Bids meeting the eligibility criteria shall further qualified for technical bid opening. The technical bids of eligible bidders will be opened & will be evaluated further for its completeness.
- 21.3 The financial bids of the technically qualified bidders will be opened further, and successful bidder will be decided based on the lowest (L1) quoted rates as mentioned in the financial bid section.

- 22 The Contract Duration shall be valid for a period of **2 Years** from the date of Selection at the finalized rates. The contract may be renewed further based on the performance.
- 23 During the contract period, the bidder shall provide similar services / goods to additional Schools, other than mentioned in this Tender, for the Electronics & Hardware Sector on request of Samagra Shiksha / GCSE on the finalized terms & conditions.
- 24 Samagra Shiksha / GCSE will notify successful bidders that its bid has been accepted. The Selected bidder shall provide unconditional acceptance and return the copy of Work Order/ Contract Agreement to the GCSE within 7 working days from the date of receipt of communication from GCSE, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- 25 Successful bidder has to submit **Performance Security deposit of 10% Contract Value** in the form of DD or Performance Bank Guarantee (PBG) as mentioned in this document, within 15 days from the date of issuance of work order / Contract Agreement. The PBG shall be of the duration of **contract period + 90 days** issued from All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (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. The draft of Performance Bank Guarantee is provided in this document.

26 **Inspection & Testing:**

- 26.1 The GCSE may, at its discretion, get the inspection by Experts/Inspection Authority/SAMAGRA SHIKSHA. The material not satisfying specifications shall be liable for rejection & Bidder will have to replace such goods within 30 Days at its own costs.



- 26.2 The bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and/or inspecting officials of the GCSE and or any regulatory authority / GCSE's consultant / Testing agency entrusted by the GCSE to carry out this work.
- 26.3 Bidder should ensure that, VTs deployed are well trained for proper utilization of Tools and, Equipment.
- 26.4 GCSE at its discretion may carryout periodic inspection/quality checks on continuous basis and where necessary may reject the goods which does not meet the requirements provided by the GCSE.

## 27 Scope of Work:

The Government of India had brought out a Centrally Sponsored Scheme of Vocationalisation of Secondary Education (CSSVE) by integrating employability education into School Education. The scheme is operated within the National Skills Qualifications Framework (NSQF), earlier called as National Vocational Education Qualifications Framework (NVEQF), which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills.

Gujarat State has implemented Vocational Education in 20 Government Secondary Schools and has decided to implement in another 102 Government Secondary Schools of Gujarat from academic year 2019-20 as per Project Approval Board (PAB 2019-20) approval. The schools have already been identified by State.

The Successful Bidder will be responsible for Supply, Installation and Maintenance of Tools & Equipment and Lab Set up and Providing Vocational Trainers (VTs) for Electronics & Hardware Sector under Vocational Education Programme in Government Secondary Schools of Gujarat as per the Sector Skill Council's norms & PSSCIVE's guidelines. Work profile / job chart of the Vocational Trainers (VTs) will be provided by Samagra Shiksha to successful bidder. There are 122 Government Schools (20 Existing + 102 New) under Vocational Education Programme. Schools having Electronics & Hardware Sector mentioned in this document **(Annexure -1)**.

Successful bidder must ensure deployment of qualified VTs, procurement / installation / establishment of tools, equipment, computers, demos, Operations and lab setup as per specifications & quantity mentioned, in all respective Schools as per following detail:

Sr. No.	Sector	Job Role	QP Code	No. of Labs / Schools
1	Electronics & Hardware	Field Technician – Other Home Appliances	ELE/Q3104	38

The Bill of Quantity along with their minimum specifications of lab equipment and tools is mentioned in this document.

### Terms of Selection

- a. The selection is being done at state level. Selected agency will be required to deploy VTs, deliver

& set up lab in respective Schools ONLY as per the details provided in this document.

- b. The selection of agencies through this process will be valid for a period as mentioned in this tender which may be reviewed, revised and renewed for further period based on GCSE requirement and discretion.

**28 Delivery period:**

- 28.1 Successful bidder is required to Deploy VTs in all respective Schools within 30 Days from the date of Work Order/ Contract Agreement (Whichever is earlier).
- 28.2 Successful bidders are required to complete the Lab Set-up work within 60 Days from the date of Work Order/ Contract Agreement (Whichever is earlier).
- 28.3 All Items, Equipment mentioned in price bid is required to be supplied & installed at the designated location (Respective Schools).

**29 Warranty:**

- 29.1 The Bidder shall be responsible for the Comprehensive onsite warranty support for a minimum period of 2 years from the date of acceptance of goods by purchaser. In case where some of the components comes with OEM warranty support longer than 2 years, bidder shall extend the same to purchaser.
- 29.2 Selected bidder should ensure complete intact delivery and obtain complete acceptance of all items & equipment from end-school officer. However, damage to glassware items at school level during its usage will not be covered during warranty period. Also, consumables will not be covered under warranty. Also, all the consumables shall be latest and not expired.
- 29.3 All goods or materials shall be supplied strictly in accordance with the models specified, specifications, other documents and conditions stated in the BID DOCUMENT / Work order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from any type of faulty design, manufacturing defects, workmanship and materials.
- 29.4 If any manufacturing or other technical defects are found within the warranty period, the same will have to be replaced or rectified free of cost by the bidder within 30 Days of reporting by GCSE.
- 29.5 Bidder should inspect & maintain all the supplied equipment / tools periodically (At least once in every six months) after supply of the equipment / tools. Bidder will be responsible for repairs and maintenance till the defect liability period i.e. 2 (Two) years.
- 29.6 Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.

**30 Penalty Clause:**

**Penalties for delay in delivery and installation of Lab Equipment:**

- If the bidder fails to deliver and install the requisite items within the prescribed time limit as mentioned in the bid, then a sum equivalent to one percent (1%) of the value of unsupplied goods/services shall be deducted from the payment for each subsequent calendar week of delay or part thereof. The amount of penalty for delay in delivery & installation shall be subject to a limit of 5% of the total contract value, post which following actions will be taken.

### **Penalties for delay in Initial deployment of VTs:**

- If the bidder fails to deploy VTs within the prescribed time limit as mentioned in the bid, then a sum of Rs. 500/- per non-deployed VT shall be deducted from the payment for each subsequent calendar week of delay or part thereof. The amount of penalty for delay in deployment of VTs shall be subject to a limit of 5% of the total contract value, post which following actions will be taken.

Delay in excess of 5 weeks after prescribed time limit 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 bank guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

### **30.1 Operational / Warranty period Penalties:**

- For Lab Equipment:** During the warranty period, supplier should attend the complaint within 2 working days from logging of complaint. Supplier has to resolve the problem as soon as possible, maximum up to 15 days from the complaint. Beyond it, if the complaint is not resolved, the bidder will be required to arrange for an immediate replacement of equivalent or higher equipment within one week till the complaint is not resolved. Failure to arrange for the immediate repair/replacement within one week will be liable for the penalty of 0.5% per week of the original purchase value for that equipment will be levied up to maximum of 10 weeks, subsequent to which may lead to statutory action and the amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- For VT resource absence during the contract period:**
  - 01 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.
  - Any absenteeism beyond 3 days leave in a quarter will lead to deduction in payment on pro-rata basis as per respective monthly rate.
  - 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.
  - In case of absenteeism due to resignation or any other reason, replacement has to be provided within maximum 7 days. Delay beyond 7 days will be subject to penalty of 1% of Monthly Payment of VT per Day of Delay up to 30 Days, after which 5% per day will be deducted.
- Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order for the duration as per bid requirements. In any case, bidder is required to maintain 10% 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, "X" amount of penalty will be claimed during the 5<sup>th</sup> month of contract period, then bidder is required to submit the additional PBG of "X" amount for the remaining period.

- d) In case of 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 Samagra Shiksha/ GCSE.
- e) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value.

31 THE BIDDER will not subcontract or permit anyone other than THE BIDDER personnel to perform any of the work, services or other performance required of THE BIDDER under this Agreement.

32 THE BIDDER agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at GCSE premises and externally for materials belonging to Schools.

33 THE BIDDER has to adhere all the statutory requirement of Government.

34 THE BIDDER acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to GCSE. THE BIDDER agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party. THE BIDDER agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement can be fully satisfied.

35 Samagra Shiksha / GCSE reserves the right to change any bid condition of any item even after inviting the bids, with / without prior notification.

36 Samagra Shiksha / GCSE's Right to accept Any Bid and to reject Any or All Bids - GCSE reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.

37 The Successful bidder has to submit the certificate of Installment, Operational of Equipment, Required Demos of the Equipment & Final Lab Set up to GCSE. The Certificate shall be certified by respective School Principal/Head Master/ Officer Appointed by Samagra Shiksha.

38 **Payment terms:** Payment for Goods and Services shall be made by Purchasing Department in Indian Rupees as follows:

**38.1 Payment terms for Deployment of VTs**

38.1.1 No advance payment will be made for Deployment of VTs.

38.1.2 100 % Payment will be made after submission of Invoice on monthly attendance basis for VT's service as per work order.

38.1.3 Bidder shall submit Monthly Attendance sheet for each VTs, signed & Verified by respective School Head Teacher along with invoice for payment processing.

38.1.4 The invoice shall be submitted within 10 working days of the succeeding month.

**38.2 Payment terms for Lab Set Up**

38.2.1 No advance payment will be made.

38.2.2 80% payment will be made after submission of successful inspection certificate and successful delivery of the ordered goods at each site. Bidders are required to obtain acknowledgement of delivery of goods from School Principal / Head Teacher / Authorized Samagra Shiksha officer at the place of delivery of goods and submit the same along with the respective Invoice.

38.2.3 20% payment will be made after successful installation, commissioning of the ordered goods. Successful bidder shall obtain Work Completion Certificate duly signed by School Principal / Head Teacher / Authorized Samagra Shiksha officer at the place of installation of goods and submit the same to claim balance payment.

39 During the period of selection, if any dispute arising between GCSE and THE BIDDER, the decision of GCSE will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator and jurisdiction will be decided by GCSE only and THE BIDDER shall be bound by the decision taken by such appointed Arbitrator.

**40 Bidders' Obligations:**

40.1 The bidder is obliged to work closely with GCSE staff, act within its own authority and abide by directives issued by GCSE from time to time.

40.2 The bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel.

40.3 It would be deemed that prior to the submission of Proposal, the Bidder has:

- i. made a complete and careful examination of requirements, and other information set forth in this TENDER Document;
- ii. received all such relevant information as it has requested from GCSE; and
- iii. made a complete and careful examination of the various aspects of the Project including but not limited to:
  - a. The Project sites
  - b. Existing facilities and structures
  - c. Space availability
  - d. The conditions of the access roads and utilities in the vicinity of the Project Site
  - e. Conditions affecting transportation, access, disposal, handling and storage of the materials; and
  - f. All other matters that might affect the Bidder's performance under the terms of this TENDER Document.

GCSE shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

- 40.4 The bidder will treat as confidential all data and information about GCSE, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of GCSE.
- 41 **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 42 The jurisdiction of any dispute will be **Gandhinagar**, Gujarat.
- 43 Force Majeure shall mean and be limited to the following:
- a) War / hostilities
  - b) Riot or Civil commotion
  - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
  - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise GCSE 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, GCSE reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GCSE. Bidder shall not claim any further extension for completion of work. GCSE shall not be liable to pay extra costs under any conditions.

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. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the collection dates can be extended to the BIDDER without being subject to price reduction for delayed collection, as stated elsewhere.

It will be prerogative of GCSE to take the decision on force major conditions and GCSE decision will be binding to the bidder.

**AGREEMENT FOR SELECTION OF AGENCY FOR SUPPLY, INSTALLATION AND MAINTENANCE OF TOOLS & EQUIPMENT AND LAB SET UP AND PROVIDING VOCATIONAL TRAINERS (VTS) FOR ELECTRONICS & HARDWARE SECTOR UNDER VOCATIONAL EDUCATION PROGRAMME IN GOVERNMENT SECONDARY SCHOOLS OF GUJARAT**

THIS AGREEMENT made this **DD.MM.YYYY** by and between **Gujarat Council of School Education (GCSE)** (hereafter called "THE OFFICE") which expression shall include its successors and assigns

AND

**Bidder Name** having its head office at **Address** incorporated under the companies act. 1956 and registered at <<<City>>. (hereafter called "THE BIDDER") which expression include its successor and its assigns.

Whereas THE BIDDER has agreed to provide, and THE OFFICE has agreed to accept from THE BIDDER services <<<Tender Title>>> as mentioned in the tender hereto, as amended from time to time, subject to **THE BIDDER** for paying charges <<<Tender Title>>> to the **GCSE** on the following terms and conditions:

**You are requested to mention the terms and conditions of the bid here.**

In consideration of the premises it is agreed between the parties as follows:

General:

1. THE BIDDER has agreed to all the terms and Conditions of the Tender No. <<<<>>>>.
2. Marginal notes and headings are for guidance only and are not indented to be read or constructed as part of this Agreement.
3. No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representative of both parties.
4. Each party warrants and guarantees that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledge that it has read this Agreement, understands it and agrees to be bound by it.
5. Words importing the singular include the plural and vice versa.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE-MENTIONED DATE.

Seal of the GCSE affixed in the presence of

The GCSE's representative and  
Signed by the duly authorized representative

THE BIDDER by its representative

## **Annexure -1**

### **List of School having Electronics & Hardware Sectors under Vocational Education Programme**

<b>Sr. No.</b>	<b>UDISE Code</b>	<b>Name of District</b>	<b>Name of School</b>
1	24130200312	Amreli	Kamlshi High Sch
2	24130501905	Amreli	Govt Sec Sch Kadiyali
3	24020403603	Banas kantha	Model School Dantiwada
4	24020700304	Banas kantha	Govt. Higer Seco.School,Anagadh
5	24020705006	Banas kantha	Govt Seco & Hig Seco. School
6	24020916918	Banas kantha	Govt. Higher Sec. School
7	24140401905	Bhavnagar	Govt High School (Chogath)
8	24141102806	Bhavnagar	Govt High School (Sedarda)
9	24280305390	Botad	Govt. High School
10	24180401509	Dohad	Model School Dhanpur
11	24060213026	Gandhinagar	Saradar Vallabhbhai Patel Vidh. S-7
12	24120107810	Junagadh	Gram Panchayat High School Bilkha
13	24120905615	Junagadh	Govt.Gujarati High School -Bantva
14	24121102316	Junagadh	Shri Vinay Mandir Highschool Bhesan
15	24010209108	Kutch	Government High School Gagodar
16	24010212928	Kutch	Government High School Rapar
17	24010303911	Kutch	Government High School Adhoi
18	24010402208	Kutch	Shri Government High School Ratnal
19	24010407451	Kutch	Model School - Anjar
20	24010806708	Kutch	B K Govt. High School
21	24010901003	Kutch	Gandhi Vidyalay
22	24040302106	Mahesana	Municipal High School
23	24310103806	Mahisagar	Model School Kadana
24	24330201705	Morbi	Sarvajanik High School
25	24200124328	Narmada	Govt High School Rajpipla
26	24171108124	Panchmahal	Model School Shahera
27	24110107746	Porbandar	Municipal Eng Med. School(Pvt)
28	24090401405	Rajkot	H.R.Gardi High School
29	24090404506	Rajkot	Dr. R.D.GARDI HIGH SCHOOL
30	24091300319	Rajkot	Municipal Kanya Vidhyalay
31	24091502044	Rajkot	Smt. Sarojini Naidu Girls High School
32	24221207603	Surat	Government Secondary School Chokhwada
33	24080203104	Surendranagar	Smt Z R Mehta High School
34	24080504827	Surendranagar	Sheth N.T.M.High School
35	24230131015	The dangs	Govt Sec And High Sec. School, Ahwa
36	24230224502	The dangs	Govt. Higher Sec. School Pipaldahad
37	24230331107	The dangs	Govt Agri High Sec. School .Waghai
38	24250301003	Valsad	Government Secondary School Tumb