

REQUEST FOR PROPOSAL (RFP)

From insurers registered with IRDA for selection of agency for insurance & risk management for ICT Project

Samagra Shiksha (SS)
Second Floor, Composite Building,
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List of terms used in the RFP

Terms	Meaning
Annual Turnover	In context of business, company turnover is the amount or sum of money that a business has collected from its normal business practices, normally the amount from the sale of goods and services to customers.
Net Worth	Net worth is defined as assets minus liabilities. Essentially, it is a measure of what an entity is worth. For an individual, it represents the properties owned, less any debt the person has. For a company, net worth is the value of the company.
Net Profit	The profit of a company after operating expenses and all other charges including taxes, interest and depreciation have been deducted from total revenue.
Pre-qualification	Pre-qualification is a process to select competent contractors having technical and financial capability commensurate with the requirements of the particular procurement.
Bankruptcy	Bankruptcy is a legal term for when a person or business cannot repay their outstanding debts. The bankruptcy process begins with a petition filed by the debtor, which is most common, or on behalf of creditors, which is less common. All of the debtor's assets are measured and evaluated, and the assets may be used to repay a portion of outstanding debt.
Eligibility criteria	The minimum criteria for the bidder to participate in the bid process.
Critical hot spares	Critical hot spares are defined as those, but not limited to, which are required to run the system like Laptops, Computers, Server with monitor, Mouse, Keyboard, Projector, Wi Fi access point etc.

I. Introduction and Scope of work

The Department of School Education, Government of Chhattisgarh is taking measures for improving the teaching learning experience through a technology enabled environment for enhanced academic standard and efficiency. Under the Digital Vision of the State, it is envisaged that Digital Classrooms and Computer Labs will provide the conditions for creating a meaningful digital experience by the integration and active adoption of technology tools in classroom practice for an improved teaching learning approach, teacher effectiveness and ultimately student performance in the classroom. It is expected that such an intervention will generate an active interest among students towards learning, foster learning with understanding, and build knowledge, competencies, attitudes, values and skills relevant in the functional world of work.

Under this project it is aimed to equip 4330 government-run schools in the state with technology infrastructure. Yet a digital transformation goes beyond simply adding technology infrastructure and must be backed by a strategy, approach and execution methodology that define a smart framework for e-classrooms, to meet the emerging needs of the teaching-learning community.

Thus, in this regard, the Government of Chhattisgarh had invited eligible and reputed service providers/ system integrators for

"**Supply and commissioning of Digital teaching learning resources (curriculum mapped content, assessment), hardware for Digital Classrooms and ICT Labs, under ICT@ Schools Scheme for 4330 Government schools in Chhattisgarh**"

A tender was published and awarded to the successful bidder; bidder has already started the site preparation for the same.

The distribution across schools and provisioning for the ICT labs and digital classrooms has been shown in Table 1:

Table 1 Type of technology infrastructure provisioning for digital classrooms and ICT labs

Category A: Schools with ICT Labs and Digital classrooms

ICT Labs : Provision for ICT Lab				
Category of Schools	**Type 1**	**Type 2**	**Type 3**	**Type 4**
Numbers of students in Grades 9-12 in a school	<100	100-250	250-400	>400
No. of Schools	0	1	298	947
Provision per ICT Lab				
Terminals in each Lab	0	10	15	20
Server	0	1	1	1
UPS	0	1	1	1
Headphones	0	10	15	20
Furniture units	0	10	15	20
Internet + wifi	0	1	1	1
MDM(Mobile Device Management)	0	1	1	1
Digital Classroom: Provision for Digital Classroom				
No. of Schools	0	1	298	947
Provision per Digital Classroom				
Laptop	0	2	4	5
Projector	0	2	4	5
Speakers	0	2	4	5
Laptop for staffroom	0	1	1	1
Electrical wiring	0	2	4	5
AMC	0	1	1	1
Manpower	1 person for 1 school in the 1st year, 2 persons for 5 schools in the 2nd and 3rd years and 1 person for 5 schools in the 4th year			

Category B: Schools with only Digital Classrooms

Digital Classroom : Provision for Digital Classroom				
Category of Schools	**Type 1**	**Type 2**	**Type 3**	**Type 4**
Numbers of students in Grades 9-12 in a school	<100	100-250	250-400	>400
No. of Schools	1175	1361	519	29
Provision per Digital Classroom				
Server	1	1	1	1
Laptop	1	2	4	5
Projector	1	2	4	5
UPS	1	1	1	1
Speakers	1	2	4	5
Laptop for Staff room	1	1	1	1
Electrical wiring	1	2	4	5
Internet + wifi	1	1	1	1
AMC	1	1	1	1
MDM(Mobile Device Management)	1	1	1	1

Scope of Work-

The Objective of this RFP is to enter into on site Insurance contract with a bidder for providing insurance to the computer hardware items listed in this RFP. This insurance contract will be applicable for all the 4330 schools across Chhattisgarh. The hardware details mentioned in Table-1 is the list of total hardware used in this project.

Though the above provisioned hardware's (Refer- Table 1) are covered underfive years and three months comprehensive warranty by the successful bidder (Whom ICT @school project has been awarded)but still Chhattisgarh government wants to provide more Safety/Security to the hardware used in this project.

Thus, in this regard, the Government of Chhattisgarh is inviting the eligible and reputed service providers / system integrators **"For Selection of agency for Insurance and Risk Management of hardware under ICT Project".**

- Section I: This should cover the accidental damage to the insured equipment against Fire, Lightning and Burglary & Theft.
- Section-II: Increased cost of working (ICOW) for use of substituted electronic equipment for continued data processing following indemnifiable damage to insured electronic equipment can be covered under this Section.
- The successful bidder has to sign - in a Tri-party agreement amongst themselves, empaneled company for ICT @ school project and Samagra Shiksha on behalf of Chhattisgarh government .
- The successful bidder's responsibilities include Policy Issuance, claim settlement coordination and monthly reconciliation of paid and pending claims of ICT Lab and Smart Class.
- The successful bidder will be maintaining the insurance on existing terms and condition for five years. The escalation on rates depends Upon the quantum of loss paid during previous year policies and /or change in regulation by the IRDA (Insurance Regulatory and Development Authority) . (But not in excess of 30% of (Paid +Unpaid) Claims during expiry policy period)
- Equipment from all the 4330 schools has to be covered under this insurance policy.
- The goods supplied under the work order should be covered for comprehensive insurance by the Bidder till the completion of the project. Bidder shall provide adequate insurance cover for the equipment provided at the site against theft, fire, etc., at its own cost till the completion of the project at respective locations.

- In case the Bidder fails to carry out the insurance regulations, as prescribed and agreed upon, SS would engage any other operator and carry out the service/replacement and deduct the amounts from the insured amount retained by SS as per the payment terms or from their pending bills or any money due or payable to them
- Depending upon the ground situation and information from the District officials regarding failure in maintaining service delivery etc. on the bidder's part, SS reserves the right to divert the services of Insurance from the allotted Successful Bidder to a third party
- Bill of Material is detailed as below along with the no of unit.

S. No.	Particulars	Rate Per Unit	Unit	Total Value
Hardware Cost				
1	Server with Windows	95,188	4330	41,21,64,040
2	UPS	83,496	4330	36,15,37,680
3	Networking Cable (Internet +Wifi)	13,182	1246	1,64,24,772
4	Networking Cable (Internet +Wifi)	13,182	3084	4,06,53,288
5	Electrical Wiring for ICT Lab	34,852	1246	4,34,25,592
6	Electrical Wiring for Digital Classroom	8,922	12047	10,74,83,334
7	Speakers	1,189	12047	1,43,23,883
8	Thin Client Terminals	24,004	23420	56,21,73,680
9	Laptop	32,522	16377	53,26,12,794
10	Headphones	301	23420	70,49,420
11	Projector	26,880	12047	32,38,23,360
12	Computer Table	2,981	23420	6,98,15,020
13	Chair	571	70260	4,01,18,460
14	MDM (Mobile Device Management)	587	4330	25,41,710
15	Projector Screen	1,400	12047	1,68,65,800
Hardware Cost {A}				**2,55,10,12,833**
Note- The above-mentioned Product/hardware/services quoted is covered for five years and three months comprehensive onsite warranty from date of final delivery & installation				

1. Helpdesk management services

The Successful Bidder will set up a helpdesk at a central location to support the programme roll-out in the Project schools. It will also have a portal which will have a dashboard for providing real time information on status of claims. Manpower deployed at the helpdesk shall log calls regarding the complaints of Hardware. This Helpdesk tool shall have facility which allows user to log ticket using email and toll-free no. The end-user (Principal) can raise a ticket with the help-desk, and the helpdesk then escalates this issue to the bidder for the resolution.

2. Reporting Authority

Any loss due to Fire, Lighting and Theft & Burglary, respective school's Principal will be responsible to inform the insurance provider through help desk, along with informing the DEO's from respective district and State Project Office Raipur.

II. Notice Inviting RFP

No. / 1587/SS/ICT/F6-1/2019-20 Raipur, Dated 18 /11/ 2019

Samagra Shiksha (SS), Government of Chhattisgarh on behalf of Department of School Education, Government of Chhattisgarh invites proposal (in sealed envelope) from service providers of National and International repute duly registered with IRDA, for "Selection of Agency for Insurance & Risk Management for ICT Project for 4330 Government schools in Chhattisgarh", as detailed in the Terms of Reference in this RFP.

The document can be downloaded from any of the following websites: eduportal.cg.nic.in & https://eproc.cgstate.gov.in. Response to this Request for Proposal (RFP) shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Issuer

The Managing Director (MD)

Samagra Shiksha (SS)

Composite Building,

Second Floor, Pension Bada,

Raipur (Chhattisgarh), India

Tel: +91-(771)2420156

Email: ictss.cg@gov.in

III. Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Samagra Shiksha (SS), hereinafter referred to as SS, or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the SS, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources.

SS, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

SS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. Moreover, it has the sole discretion to accept or reject any of the submissions without assigning any reasons. Responses submitted through Agents / Intermediaries will not be considered.

This notice does not in any manner impose any legal obligations on SS or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written contract executed between SS and the party claiming such contractual obligations or rights.

SS may terminate the RFP process at any time and without assigning any reason. SS make no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by SS. The bidder’s participation in this process may result in SS selecting the bidder to engage towards execution of the contract.

IV. Factsheet

Sr.	Particulars	Date and Time
1	Date of publishing of draft RFP	18 / 11 /2019
2	Contact for clarification (email) All query email should be posted before 5.30 PM on 25/**11/ 2019.**	**ictss.cg@gov.in** 25 /11/2019, 5.30 PM
3	Pre-bid Meeting	26 /11/2019, 12.00 PM
4	Pre-bid query response	27 /11/2019
5	Address for submission	To The Managing Director, Samagra Shiksha Office, Composite Building 2nd Floor, Pension wada Raipur. The bids should be addressed to Samagra Shiksha Office
6	RFP submission closing date & Time	05 / 12 /2019, 5.00 PM (Bid submission will be done online through https://eproc.cgstate.gov.in. only
7	Opening of tender Technical Bid at Samagra Shiksha Office, Composite Building 2ndFloor , Pension bada Raipur Bidder representative must be present along with their Technical Presentation	07 / 12 /2019, 11.00 AM
8	Technical Presentation	09/ 12 /2019, 1.00 PM
9	Opening of Financial Bid by MD	09/ 12 /2019, 2.00 PM

V. Instruction to the Bidders

1. General Information

If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the SS.

All communication in reference to this bid must be made to:

The Managing Director
Samagra Shiksha (SS)
Composite Building,
Second Floor, Pension Bada,
Raipur (Chhattisgarh), India
Tel:+91-(771)2420156
Email: ictss.cg@gov.in

2. Duration of Contract

The period of Insurance shall be 1 year and renewable on annual basis for a maximum period of 5 years on the same terms and conditions on consent of both the parties.

3. RFP process fees

Bidder needs to pay INR 5,000 (non-refundable) to MD SS for document processing either by DD or Cheque

4. Consortium

Consortium is not allowed

5. Subcontracting

Subcontracting is not allowed for this RFP.

6. Earnest Money Deposit (EMD)

- Every bidder shall furnish an EMD amount of INR 5,00,000/- (INR Five Lakhs Only) by drawing a demand draft in favour of Managing Director, Samagra Shiksha, Raipur (C.G.). Please use the following format:**In favour of: Managing Director, Samagra Shiksha, Raipur (C.G.). Payable at: Raipur**
- In case EMD is submitted in the form of a DD,
  - Scanned copy of DD should be uploaded on e- Procurement portal along with actual online bid submission.
  - Original copy of the DD should be submitted to SS office during working hours on or before the last date of bid submission (please refer fact sheet in this RFP)
- The EMD of unselected Agency will be returned as promptly as possible, but not later than 30 days after the award of the contract to the Selected Agency.
- The EMD shall be forfeited in case of:
  a. If a Bidder withdraws his bid or increases his quoted prices during the bid validity period as prescribed in the RFP document or its extended period, as the case may be;

  Or

  b. In the case of a selected agency, if the Bidder fails to sign the Contract or fails to furnish Performance Bank Guarantee in accordance with the format given in the RFP within the stipulated timeframe prescribed in the RFP document.

- Bid submitted without EMD or of inadequate amount or not in the manner prescribed in above clause above shall be rejected.

7. Pre- Qualification Criteria

Minimum Eligibility Criteria

1	The bidder must be a non-life insurer registered with IRDA	1. Certificate of Incorporation 2. IRDA License for non-life insurance business.
2	Average Annual Turnover of at least Rs. 10 Crores during the last three financial years (to be made current) Minimum Net-Worth of Rs. 50 Crores in the last three financial years.	Audited Financial Statements for the last three financial years. Certificate from Current Statutory Auditor of the Company.
3	Bidder should have been present in the business of insurance for a minimum of 5 years as on bid submission date	Written self-certified declaration expressing nature of work
4	The bidder should not have defaulted/black listed by any Govt. dept. /PSU of India and there should not be any pending litigation against bidder with Central /State government department	Self-declaration on the bidder's Letter Head is required
5	The bidder should have valid documentary proof of GST registration and PAN registration number. The bidder must give a declaration mentioning that they will take the state GST registration in the state of work, if not available	Self-Certified Copy of PAN /GST registration
6	EMD of Rs. 5,00,000/- in form of a Bank Guarantee/DD in favour of Managing Director Samagra Shiksha Raipur to be submitted along with the proposal.	Original DD/BG
7	The bidder should have a local office in the state. However, if the local presence is not there in the state, the bidders should give an undertaking for arranging for the same within one month of award of the contract at the time of bid submission.	Undertaking letter should be submitted by the Bidder in the format given in Annexure

- Soft copies of supporting documents to be submitted on online portal however SS may request for hard copies in quality print as and when required
- The bidder should submit (self-attested) documentary proof in support of each of the above conditions. The incomplete offers will be summarily rejected without any further correspondence.
- Tendering authority reserves the right to accept or reject any or all the offers without assigning any reason.
- Incomplete order copy submitted by the bidder will not be considered for evaluation

VI. Bid submission

1. General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the services required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by SS based on this RFP.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the SS. Any notification of preferred bidder status by the SS shall not give rise to any enforceable rights by the Bidder. SS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the SS without assigning any reasons.
- This RFP supersedes and replaces any previous public documentation & communication, and Bidders should place no reliance on such prior communications.
- Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- Failure to comply with the requirements below, may render the Proposal non-compliant and the Proposal may be rejected:
    - Bidders must comply with all requirements as set out within this RFP.
    - Bidders must include all supporting documentations specified in this RFP.
- SS requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
- SS reserves the right to accept any bid not necessarily the lowest and reject any bid without assigning any reasons

2. Pre-bid meeting and clarifications

The Bidders will have to ensure that their queries for Pre-Bid should reach SS by email (in the Pre-Bid Queries Format only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder. The queries should be submitted in the format provided inAnnexure-6.

3. Response to pre-bid queries and issue of corrigendum

- The Officer notified by the MD, SS will endeavor to provide timely response to the queries. However, SS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does SS undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, SS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted only on the school education website eduportal.cg.nic.in and eproc.cgstate.gov.in
- Any such corrigendum shall be deemed to be incorporated into this RFP and all bidders shall have notice of the same.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, SS may, at its discretion, extend the last date for the receipt of Proposals.

4. Preparation and submission of proposal

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. SS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. The bidders must submit the proposal covering letter as given in Annexure-04 and the Commercial Proposal in Annexure-01.

5. Language

The Proposal should be filled by the bidders in English or Hindi language only. If any supporting documents submitted are in any language other than English/Hindi, translation of the same in English/ Hindi language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6. RFP opening

Received bids will be opened online. Participating bidders can be present online through portal (https://eproc.cgstate.gov.in). Physical presence may not be required however participating bidders' authorized representatives can mark attendance online during bid opening. First, the document containing Earnest Money Deposit (EMD) and Eligibility Evaluation will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second part containing Technical Proposal will be opened online. The commercial proposal would be opened in the presence of technically short-listed bidders. Bidder will be invited for price-bid opening in the presence of the evaluation committee members. The Price evaluation will include GST in the commercial proposal. In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.

7. RFP validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of RFP.

8. Amendment/ cancellation

SS reserves the right to cancel this RFP at any time without any obligation to the Bidders. The SS at any time, prior to the deadline for submission of Proposals, may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, SS may, if the amendment is substantial, extend the deadline for the submission of Proposals.

9. Modification/ Withdrawal of bid

- The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the SS.
- Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

10. Late Bids

Any bid received by SS after the deadline for submission of bids will be rejected and will not to be considered.

11. Currency of financial proposal

Financial proposals shall be made in Indian Rupees (INR).

VII. Award Criteria

1. Evaluation of Bids

- Tendering authority shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. Tendering authority shall carry out detailed evaluation of the substantially responsive bids. Tendering authority shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- Arithmetical error shall be rectified on the following basis
  a. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected by the Purchaser.
  b. In case of discrepancy between words and figures, the amount in words shall prevail
- A bid determined as substantially non-responsive shall be rejected by the purchaser.
- SS may waive any minor infirmity or nonconformity or irregularity in the bid which does not constitute a material/service deviation.
- SS shall evaluate in detail and compare the bids which are substantially responsive
- Total Cost Insurance inclusive of taxes will be considered for the evaluation of L1 bidder

2. Preliminary Examination of Pre-qualification/Eligibility Criteria documents

The pre-qualification documents will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP Document will be rejected and will not be considered further.

This examination will be carried out by SS. Department may ask for meetings with the Bidders to seek clarifications on their proposals. SS will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the RFP as laid down.

3. Technical evaluation

S	Parameter	Max. Mark	Scoring Pattern	Certifying Document
1	Age of the applicant entity	20	For securing pre-qualification criteria – 5 marks For every year in excess of pre-qualification criteria – one mark	Same as mentioned in Sr. No. 1 of Eligibility Criteria
2	Turnover for FY 2016-2017, 2017-2018 and 2018-2019	30	For securing pre-qualification Criteria – 3 marks For every additional Rs. 5 crores over and above that – one mark	Same as mentioned in Sr. No. 2 of Eligibility Criteria
3	Experience in insurance services as desired in this EOI during the	15	For securing prequalification criteria – 12 marks	Same as mentioned in Sr. No. 3 of Eligibility Criteria

	last 5 financial years			
4	Experience in implementing number of projects of similar nature	5	For each project- 1 Marks (Each project size should not be less than 500 schools)	As mentioned in EOI

4. Evaluation of Financial Proposal

- Financial Bids of only those firms who score more than 65% marks in Technical Evaluation will be opened.
- Selection will be made based on Least Cost (L1)

VIII. General Conditions of Contract

1. Penalty

Any loss occurred due to Fire, Theft and Burglary should be compensated / paid within 15 days from the date of call log, if it is not completed in full within the stipulated period as prescribed in the schedule, a penalty at the rate of 2.5% of the cost of insurance of that particular item per week with the maximum of 10% of the total value for the amount of contract will be levied for a maximum period of 4 weeks in the extreme circumstances.

2. Compliance failure

Failure of the successful bidder to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event SS may make the award to the next lowest evaluated bidder or call for new bids.

3. Notification of Award

- SS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. SS shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, for opening of Commercial Proposals.
- The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the SS may consider appropriate, will be announced and recorded by the SS at the opening of bid.
- SS shall inform those Bidders whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by SS. After acceptance of LoA, bidder will submit Security deposit in the form of Performance Bank Guarantee and SS will release the work order for the same. The bidder shall sign the agreement within 21 days from the date of issue of the LoA.

4. Performa of Bank Guarantee (PBG)

The Selected Bidder at his own expense shall deposit a performance security of 10% of contract value in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of The MD, Samagra Shiksha (SS), Raipur. The Performance Bank Guarantee shall be valid for Five years (5 years) from releasing of Work Order from SS. All charges whatsoever such as premium; commission etc. with respect to the Performance bank guarantee shall be borne by the selected Bidder. PBG may be forfeited if the bidder violates the terms & condition of the bid submitted. The PBG will be released after the Five years (5 years) of the work order subjected to successful completion of scope of work mentioned in the RFP. SS reserves the right to invoke PBG in case the selected bidder fails to perform as per the terms and conditions of the RFP and of the Service Level Agreement to be entered with SS. SS may invoke the Performance Bank Guarantee [PBG] partially or fully to recover any penalties/damages consequent upon non-adherence to the provisions of the RFP/Work Order/Rate Contract/deficiency in services as per scope of Service Level Agreement.

5. Termination for Default

SS may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part.

a. if the contractor fails to deliver any or all the services/goods within the time period specified in the contract, or any extension thereof granted by SS
b. if the contractor fails to perform any other obligation(s) under the contract; and

c. if the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the department
d. Failure of the successful bidder to comply with the requirement of submission of performance security shall constitute sufficient ground for cancellation of the award of work
e. In the event SS terminates the contract in whole or in part pursuant to above clause, SS may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered and the contractor shall be liable to SS for any excess cost for such similar goods/services. However, the contractor shall continue the performance of the contract to the extent not terminated.

6. Termination for Insolvency

SS may at any time cancel the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SS.

7. Termination for Convenience

SS may by 30 days' time period written notice sent to the bidder, terminate the Rate Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SS's convenience and the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

8. Resolution of Disputes

SS and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after 30 days from the commencement of such informal negotiations SS and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation (Amendment) Act, 2013 and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Raipur, Chhattisgarh only.

The selected bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by SS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Raipur, Chhattisgarh

9. Applicable Law

The work order shall be interpreted in accordance with the laws of India. The contract shall deem to have made at the seat of SS located at Raipur, Chhattisgarh from where the contract has been issued.

10. Notices

Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax or digitally signed email and confirmed in writing to The Managing Director

Samagra Shiksha (SS), Composite Building, Second Floor, Pension Bada, Raipur (Chhattisgarh), India, Tel:+91-(771)4017672, Email: ictss.cg@gov.in

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

11. Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, CGST/SGST payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of Schools in the state of Chhattisgarh.

Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

12. Defence of Suits

If any action in court is brought against the SS / Consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the selected bidder, his agents, representatives or sub-contractors, workmen bidder or employees, the selected bidder in all such cases shall indemnify and keep SS harmless from all costs, damages, expenses or decrees arising out of such action.

13. Confidentiality

The drawings, specifications, prototype, sample and such other information furnished to the contractor relating to the supply of material shall be treated as confidential and shall not be divulged to any third party. It shall remain the property of The TECHICAL COMMITTEE. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractors, such changes shall not affect the title to the property and all the information, specifications, drawings etc. including the improvement/modifications effected by the contractor shall continue to be the property of Managing Director Samagra Shiksha, Raipur.

14. Information security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the SS, out of premises, without prior written permission from the SS.

15. Conflict of Interest

The Bidder shall disclose to SS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

16. Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

17. "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against SS, under or by virtue of or arising out of, the contract, nor shall SS entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favor of SS in such form as shall be required by it after the work is finally accepted.

18. Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the SS first gives its written consent to the selected bidder.

19. Billing

- The Successful Bidder shall raise the invoice for the Insurance/ services offered in the name of SS.
- On completion of the complete tenure of the project (Five Year from the starting of the project) & issue of certificate of satisfaction by SS, the bank guarantee will be released as per the agreement.
- The Duties and Taxes as applicable specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all the Statutes/Laws/Acts etc. now or hereafter imposed.
- Payment shall usually be made within 30 days of the submission of invoices.

IX. Annexure – 01

Financial Proposal Format

(To be submitted in original along with the Proposals)

To,

Managing Director

Samagra Shiksha

Composite Building,

Second floor, Pension Bada,

Raipur, Chhattisgarh– 492001

Sir,

I/We hereby submit our Proposal for the "*Selection of Agency for Insurance & Risk Management for ICT Project*" mentioned in the Tender document within the time specified and in accordance with the special Terms and Conditions as well as Scope of work. The rates are quoted in the prescribed format given below:

This cost should be inclusive of all the travel and lodging occurred during the project

** Could be anywhere in the state

Please note the following:

1. All quoted prices should be inclusive of all taxes and duties prevailing on the date of proposal submission.
2. Since the price proposal is in INR, SS shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.
3. Prices are valid for a period of 180 Days from date of submission of the Bid.
4. Other than what is given above, the bidder is expected to account for any other deliverable to make the implementation successful and will be considered for commercial evaluation.
5. SS reserve the right to increase/decrease/amend the no. sites at the time of the Agreement or during the Contract Period.

S.No.	Item	Qty (X)	Unit of Measurement	Unit Rate (Y) in INR.	Insurance Premium Per year (X*Y) in INR.
1	School Server	4330	No.of Machine		
2	UPS	4330	No.of Machine		
3	Networking Cable (Internet+Wifi)	1246	No.of Schools		
4	Networking Cable (Internet+Wifi)	3084	No.of Schools		
5	Electric Wiring for ICT Lab	1246	No.of Schools		

6	Electric Wiring for Digital Classroom	12047	No. of Machines		
7	Speakers	12047	No.of Machines		
8	Thin Client Terminal	23420	No.of Machines		
9	Laptop for Digital Classroom and staffroom	16377	No.of Machines		
10	Headphones	23420	No.of Units		
11	Projector for Digital Classroom	12047	No.of Machine		
12	Computer Table	23420	No.of Units		
13	Chair	70260	No. of Units		
14	MDM (Mobile Device Management)	4330	No.of Schools		
15	Projector Screen	12047	No. of Units		
	Total Cost				
	Total Cost (in Words)				

x. Annexure – 02

Declaration for Not Black Listed

(To be filled by the bidder)

To,

Managing Director

Samagra Shiksha

Composite Building,

Second floor, Pension Bada,

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

I / We..... hereby confirm that our firm has not been banned or blacklisted by any of the State/Central Government or organizations/autonomous societies/statutory organizations/Companies registered under section 8, Companies Act, 2013 of the State/Central Government in India in the past three years.

Signature of Bidder .....

Place:

Date:

Name …….....

Designation …….....

Seal

XI. Annexure – 03

Undertaking for local office in Chhattisgarh

To,

Managing Director

Samagra Shiksha

Composite Building,

Second floor, Pension Bada,

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

I / We..... hereby confirm that we will set up a local office in Raipur within one month of award of the contract.

Signature of Bidder …….....

Place:

Date:

Name …….....

Designation …….....

Seal

XII. Annexure – 04

Proposal Covering Letter

(A copy to be enclosed with each part of the proposal)

To,

Managing Director

Samagra Shiksha

Composite Building,

Second floor, Pension Bada,

Raipur, Chhattisgarh– 492001

Dear Sir,

We…….. (Name of the bidder) hereby submits our proposal in response to notice inviting tender date…….. and tender document no. …… …….. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of the proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Samagra Shiksha , Raipur may contact the following person for further Information regarding this tender:
   a) Name and full address of office, Contact No., Email ID, Company Name
   b) Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents in the form of hard copy and is also similarly indexed, flagged and highlighted at relevant places.

Yours sincerely,

Signature

Full name of signatory Designation

Name of the bidder (firm, etc.)

XIII. Annexure – 05

Bank Guarantee Format for EMD

(To be provided in original as part of the Qualification Bid (Envelope – A) on stamp paper of value required under law duly signed by an authorized representative of the Bank)

This Deed of Guarantee executed at by_____/_____(Name of the Nationalized/ Scheduled Bank) having its Head / Registered office at , and having one of its branches at _____ Raipur (hereinafter referred to as ―the Guarantor which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of Mission Director, Samagra Shiksha (SS) Government of Chhattisgarh, having its office at Composite Building, Second floor, Pension Bada, Raipur, Chhattisgarh (hereinafter referred to as ―SS‖) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm /proprietorship/LLP concern registered under the (name of the relevant act/law under which incorporated) having its registered office at _____(hereinafter called ―Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for Selection of Service Provider for providing **“ ”**vide Invitation for Tender Document No_____ dated issued by SS Government of Chhattisgarh (hereinafter referred to as ―the Project).

Whereas in terms of the Invitation for Tender Document No____ __dated _____ (hereinafter referred to as Tender Document) issued by SS, the Bidder is required to furnish to SS an unconditional and irrevocable Bank Guarantee for an amount of INR 5,0 00,000 (INR Lakh only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we,_____Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SS an amount not exceeding INR 6,50,00,000 (INR Six Crore Fifty Lack only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfill all or any of the terms and conditions contained in the tender. A letter from SS stating that the Bidder is in default in the due and faithful fulfillment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by SS.

4. We……..Bank further agree that SS shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the Tender and the decision of SS in this regard shall be final and binding on us, notwithstanding any differences between SS and the said Bidder and/or any dispute between SS and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. SS shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to SS and the bank shall not be released from its liability under these presents by any exercise by SS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of SS or any indulgence by SS to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to ---------- (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for SS to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which SS may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
9. We ---------- Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of SS in writing and agree that any change in the constitution, name, merger or amalgamation of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date day of 2019

Signature of the Issuing / Authority with seal
CORPORATE SEAL for Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

XIV. Annexure – 06

Pre-Bid Queries Format

Name of the Company/organization----------

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			
6			

XV. Annexure - 07

Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ——————— by ——————— (Name of the Bank) having its Head/Registered office at ——————————— (hereinafter referred to as ―the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The MD of SamagraShiksha , Raipur, having its office at Composite Building, Second Floor, Pension Bada, Raipur (Chhattisgarh), (hereinafter called―MD, SS Raipur‖ which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s ---------- a company formed under ---------- (specify the applicable law) and having its registered office at has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. ---------- dated / /2019 issued by MD, SS Raipur, and selected M/s---------- (hereinafter referred to as the Bidder) for the Agreement by MD, SS Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the MD, SS Raipur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. ---------- /- (Rupees ---------- only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, ---------- Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfill its obligations there under
2. We, the Guarantor, shall, without protest or demur or recourse or delay and not withstanding any contestation or existence of any dispute whatsoever between the Bidder and the MD SS Raipur and without MD SS Raipur needing to prove or demonstrate reasons for its such demand. , pay to MD, SS Raipur an amount not exceeding INR.---------- (Crores only) within 7 (seven) days of receipt of a written demand therefore from MD, SS Raipur stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the MD, SS Raipur is disputed by the Bidder or not.
4. The Guarantee shall come into effect from ---------- (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on ---------- (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Samagra Shiksha , Raipur, Government of Chhattisgarh under this

Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from MD, SS Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to MD, SS Raipur.

5. In order to give effect to this Guarantee, MD, SS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by MD, SS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by MD, SS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of MD, SS Raipur or any indulgence by MD, SS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. This Guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of this Guarantee by and / or on behalf of the Bank or by merger or amalgamation or any change in the constitution or name of the Bank.
8. This Guarantee shall not be affected by any change in the constitution of the MD SS Raipur or the Bidder or winding up / liquidation of the Bidder, whether voluntary or otherwise.

9. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under its constitution, powers to give this guarantee and Shri ……. (signatories) Official(s) / Manager (s) of the Bank who has / have signed this guarantee has / have powers to do so.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by and authorized office.

Authorized Signatory Bank