

## Scope of Work and Additional Terms & Conditions

The Bidder under the scope of work in this GeM bid is envisaged to design the solution including but not limited to Supply, Installation, and Commissioning of Equipment's/hardware required for the successful Implementation of Smart Classroom for Govt. Arts & Commerce College, Songadh (hereinafter referred to as the "SITE"), on behalf of Govt. Arts & Commerce College, Songadh (hereinafter referred to as the "TENDERER") as per the functional and technical specifications, the scope of work mentioned in this GeM Bid. The bidder shall be responsible for the implementation of the work as defined in the GeM bid.

Bidder is also responsible for all the components like installation of Interactive panel with OPS, Ampifier, Speaker, mic etc. and any other devices/accessories required for the successful running of envisaging solution.

The Bidder is responsible for any other components inadvertently missed out but it is required as per the proposed solution of the bidder and is essential for an overall solution to successfully run during the entire project duration than bidder has to consider the same in his proposed solution. TENDERER will not be liable for payment of any additional cost outside of Financial bid.

The complete scope of work would broadly be design, engineering, supply, testing, installation, Commissioning & warranty support of all project deliverables.

Quoted item is required to be offered with a **3 (three) year** OEM warranty. All equipment including material to be installed by the Bidder shall be brand new and the product should not be declared end of support for 03 (three) years. A certificate to that effect should be furnished from OEM on its letterhead confirming the same. All equipment shall conform to the codes, standards and regulations applicable and benefit from the usual manufacturer's guarantees.

**Primary Product & OEM Turnover for evaluation: Interactive panel** will be considered as Primary product for Experience, past performance, OEM Turnover evaluation & OEM Past Performance.

Clarification regarding this Tender: Bidders can seek written clarifications up to 2 days before Bid submission date by email to [dgmTech-gil@gujarat.gov.in](mailto:dgmTech-gil@gujarat.gov.in) & [mgrhn-itcon@gujarat.gov.in](mailto:mgrhn-itcon@gujarat.gov.in).

### **1. Scope of work for Smart Classroom Solution:**

1. The Scope of complete work would broadly include Design, Engineering, Supply, Testing, Installation, Commissioning, Site Acceptance Test, Warranty and Maintenance during the contract period.
  2. All the items cannot bunch in the GeM. However, bidder should refer the all the items along with the specifications mentioned in **(Annexure A)** and provide all the products as a part of smart classroom Solution with Support & Service until warranty period.
  3. Supply, Installations, Testing & Commissioning, 3-year warranty support.
  4. The scope is to Supply, Installation, Testing and Commissioning of the entire system end-to-end. The Successful Bidder will be responsible to make the system operational for its intended use, by addition of components specific to its make/model even if not specifically mentioned in the BoQ.
  5. All the licenses procured, deployed by the bidder for this GeM bid should be in the name of TENDERER and valid perpetual for life.
2. The bidder has to provide on-site 3 year warranty for all equipment's as mentioned in RFP.
  3. The successful bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective site or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods from the bid specification will lead to the cancellation of the order. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's letter head for back to back warranty support as per bid terms & conditions.
  4. Bidder will have to submit OEM Authorization on OEM letter head with bid number for all Quoted Product.

5. As per GeM GTC Clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, bidder has to Submit Compliance Letter on OEM's and Bidder's letterhead with Quoted Make and Model List in the prescribed format. Non-submission of the same or any false declaration and non-compliance of this would be a ground for disqualification/immediate termination of the contract and further legal action in accordance with the laws (Undertaking attached at **Annexure B**).
6. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 7. **Service Terms:**

The understanding of the comprehensive maintenance under warranty period is as follows.

- a) In case of failure, the successful bidder needs to repair or replace the faulty part/component/device to restore the services at the earliest.
- b) In case of failure component part then bidder has to install same or higher specifications component part or items which compatible with existing solution and solution should be run smoothly for order execution with prior approval of purchasing department.
- c) The cost of the repairing or replacement of faulty part/component/device has to be entirely borne by the Vendor.
- d) All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Vendor as part of comprehensive maintenance.
- e) The Vendor also needs to make alternate arrangement in case of major failure happens, due to which services may be effecting for longer period.
- f) After repairing or replacement of the part/component/device, the Vendor needs to put the same into operation.

#### 8. **Additional document to be submitted:**

In the technical bid section of GeM, the bidder is also required to upload following documents;

- Brochure and OEM Compliance of the Offered product on OEM Letter head.
- Compliance of the SoW, SLA and Payment terms etc. as uploaded as part of the GeM Bid on bidder's letterhead.
- Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020 in the given format by Bidder as well as OEM (undertaking attached at **Annexure C**).

#### 9. **Payment terms, penalty terms and Implementation time lime**

Particular	Time limit	Penalty, In case of Delay	Payment
Delivery of material	T1= T0+30 days	If the bidder fails to deliver the requisite hardware within the time limit as mentioned in the bid, then a sum equivalent to 0.5% of the delayed component price shall be	70 % payment will be made after Delivery of all hardware and related peripherals at site. The inspection

		deducted from the payment from each calendar week of delay or part thereof.	will be done by GIL.
Completion of installation & commissioning & training.	$T2 = T0 + 45$ days	If the bidder fails to install the requisite hardware within 45 days of Contract order, then a sum equivalent to 0.5% of the uninstalled equipment i.e. due for installation as per given schedule will be deducted from the payment and the value shall be deducted from the payment for each calendar week of delay or part thereof	30 % payment will be made after Installation, commissioning, training & acceptance.

T0 = date of issue of work order & Days means calendar days

*Note: In the bid document (created on GeM), delivery time is mentioned as 45 days. However, this is to clarify that, successful bidder has to complete supply, installation, commissioning within the time limit of 45 days.*

- a) If the bidder fails to deliver the requisite hardware within the time limit as mentioned in the bid, then a sum equivalent to 0.5% of the delayed component price shall be deducted from the payment from each calendar week of delay or part thereof.
- b) The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 10 % of the total contract value.
- c) Delay in excess of 20 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- d) In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

### **8.1 Operational Penalties:**

- a) During warranty period, if the complaint is not resolved within 48 hrs, the penalty of Rs. 500 per day for all the product installed. However, if the complaints not resolved within 7 days then from 8<sup>th</sup> day to 14<sup>th</sup> day, penalty would be levied @ 150% and from 15<sup>th</sup> day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- b) In case of major failure happens due to which services may be effecting for longer period, the bidder will be required to an immediate alternate arrangement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.500 per day for all the installed products and other peripherals. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- c) The Bidder/System Integrator will be required to co-ordinate with the office, Vendor and/or do liasioning with other service provider to achieve the end-to-end connectivity.

## **10. PERFORMANCE GUARANTEE:**

9.1 The Vendor shall furnish Performance Guarantee for the duration of warranty period + extra 2 months to THE OFFICE / GoG for an amount equal to 5% of the value of order.

9.2 The performance guarantee will be in the form of bank guarantee for the amount equal of 5% of the value of the Order towards faithful performance of the contract obligation, and performance of the

equipments during Warrantee period. In case of poor and unsatisfactory field services, THE OFFICE shall invoke the PBG.

9.3 The Performance Guarantee shall be valid for the duration of warranty period + extra 2 months and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time in the format provided by THE OFFICE to be submitted within 15 working days of receipt of award.

9.4 The Performance Guarantee shall be discharged by THE OFFICE and returned to the Vendor within 30 days from the date of expiry of the Performance Bank Guarantee.

9.5 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 15 days from the date of issue of Purchase order.

#### 11. BoQ:

Sr.No.	Items	Qty.
1	86 Inch Interactive Touch Panel with OPS	7
2	Floor Mount Stand	7
3	Wall Mount Speaker	14
4	Amplifier	7
5	Wireless Handheld Microphone	7

The successful bidder should supply hardware at Govt. Arts & Commerce college, Fort-Songadh, District.: Tapi.

#### 12. Make and Model list

Sr. No.	Items	Make & Model
1	86 Inch Interactive Touch Panel with OPS	
2	Floor Mount Stand	
3	Wall Mount Speaker	
4	Amplifier	
5	Wireless Handheld Microphone	

Note: The Bidder may quote only one option (i.e. one Make and Model can be quoted) against each item. Bidders are required to mention Make and Model of the product (Do not write "OEM" against items). Bidders are expected to give make and model of the product. Ensure that all equipment including material to be installed by the Bidder shall be brand new and the product should not be de-supported or declared end of life during the next 03 years.

## Annexure A

### Specification

Sr. No.	Name of Item	Specifications	
1	<b>85 inch Interactive Panel with OPS</b>	Size	85 Inch or Higher
		Native Resolution	3840 x 2160 (UHD)
		Brightness	400nits or higher
		Surface	4mm Tempered Anti-Glare or Similar
		Min Input ports	Min HDMI-2, USB(3.0)-1,USB-(2,0)-1,USB(C Type-1)
		Min output ports	Audio-1 (Audio out to connect additional Speakers if required) & HDMI -1
		Multi-touch	20 point or higher
		Interactive Features	White Board & Standard Interactive features, Writing, Pen,
			Eraser, Screen Capture, Storage, Tool Bar, Dual Pen support
		Built in standard OS	Android 14 , Minimum Internal Memory (64GB), Quad core A55 , GPU-Mali G52MP2, RAM DDR 4GB or higher
		Media Share	Screen Share/Mira cast to Connect TAB/Mobile, Web Browser, Wi-Fi
		Speaker	10W X 2 or higher
		Inbuilt Licence in Display	WPS office for direct play of ppt, word, excel, pdf from USB pen drive.
		<b>OPS</b>	
		Processor	Intel Core i5 or Higher with latest generation
		RAM	16 GB
		Storage	512 GB SSD
		Windows OS	Windows 11 Pro
		Wifi + Bluetooth	Yes
		DP Port/HDMI Port	Yes
Keyboard & Mouse	Wireless Keyboard & Mouse		
LAN	Yes		
Warranty	3 Years		
2	Floor Mount Stand	Interactive panel should be installed in floor mount stand	
		The floor-mounted stand should include wheels for easy movement.	
3	Additional items	Wall Mount Speaker (30 Watt), Amplifier and Wireless Handheld Microphone	Bidder should quote ampfier that support 2 nos of 30 Watt wall mount speaker & 1 no. wireless handheld microphone at each classroom. Further, barrery of wirelss microphone should have good quality.

**Please Note:**

1. Bidder should supply all the required accessories, hardware, cable, adaptor, mounting kit, require for the solution.
2. All the above mentioned hardware should have 3 years' warranty & onsite support.
3. The bidder will have to provide service centres in Gujarat State. Document evidence must be submit for service center.
4. In case, the lowest bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder will be awarded the contract. In such scenario, the next lowest bidder has to match the Lowest Bidder's Price and execute the project at the L1 Price for the entire contract duration.
5. Bidder shall provide a comprehensive on site free support for 3 years from the date of FAT (Final Acceptance Test) for respective components/applications if any additional order for requirement.
6. A separate cabling, concealing to be made for this solution with no additional cost.
7. Bidder & OEM must submit following undertaking (Annexure B & C) as per given format.

**Annexure – B**  
**On Letterhead of Bidder**

**Please submit the undertaking letter as per Ministry of Finance Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 as per Performa given below on OEM letterhead as well as on bidder's letterhead.**

**Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 & 23.02.2023 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

**Ref: Bid Number:** \_\_\_\_\_

I have read the clause regarding restriction on procurement from a bidder of a country that shares a land border with India. I certify that we as a bidder and quoted product from the following OEMs are not from such a country or if from such a country, these quoted products OEM has been registered with the competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number\_\_\_\_\_.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

**Annexure - C**  
**On Letterhead of OEM**

**Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 & 23.02.2023 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division**

**Ref: Bid Number:** \_\_\_\_\_

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country that shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with the competent authority. I hereby certify that these quoted products and our company fulfill all requirements in this regard and is eligible to be considered for procurement for Bid number \_\_\_\_\_.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

**Bidder Information**

<b>Name</b>	
<b>Designation</b>	
<b>Company Address</b>	
<b>Telephone No</b>	
<b>Mobile No</b>	
<b>E-mail</b>	