



Gujarat Council of School Education (GCSE) invites Technical & Financial Proposals from Agencies/ Companies for providing digital learning/ e-learning content/solutions/services for Pre-Primary, Primary and Secondary & Higher Secondary Grades Students of Gujarat.

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**Gujarat Council of School Education- Samagra Shiksha
(GCSE-SS)**

Address:

Gujarat Council of School Education- Samagra Shiksha

Office of the State Project Director,
Samagra Shiksha,
Sector – 17, Gandhinagar- 382010

Request for Proposals (RFP)

On behalf of the Education Department, Government of Gujarat, Gujarat Council of School Education- Samagra Shiksha invites proposal from eligible agencies for providing Digital Learning Solutions/e-learning content as per the scope of work mentioned in this Request for proposal (RFP) document. The mode of selection is online via (URL:<http://nprocure.gov.in>). The RFP document is available on the Procurement Portal (URL:<http://nprocure.gov.in>) from May 12, 2023. The RFP is also published on GCSE's website (www.ssagujarat.org). All updates, clarification and corrigenda, if any, will be uploaded on both the portals. The response has to be submitted online on (URL:<http://nprocure.gov.in>) latest by 19.05.2023 by 1500 Hrs. Manual proposals shall not be accepted. Agencies are advised to follow the instructions provided in the RFP documents for e-submission of the online proposals. The important information of the Proposal is as follows:

Date of Publishing of RFP	12.05.2023
Date & Time of Pre-Bid Meeting (Please send your queries by email before the pre-bid meeting on estssaguj@gmail.com , ssa.misdata@gmail.com)	22.05.2023, 1500 Hrs. Conference Room, Vidya Samiksha Kendra, Sector-19, Gandhinagar
Last date and Time for submission of Proposal online on http://nprocure.gov.in	2.06.2023 1500 Hrs.
Date, Time, and Venue for Presentation cum Demonstration	To be informed after preliminary Evaluation

Sd/-

State Project Director
Gujarat Council of School Education-
Samagra Shiksha, Gandhinagar

Disclaimer

1. The information contained in this Request for Proposal document or subsequently provided to the Agencies, whether verbally or in documentary or in any other form by or on behalf of the GCSE or any of its employees or advisors, is provided to the Agencies on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the GCSE to the Agencies or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of GCSE and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the Government and is expected to undergo changes in the future. This RFP includes statements which reflect various assumptions and assessments arrived at by the GCSE in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Agencies are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Agencies are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the GCSE and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the proposals at the sole discretion of the GCSE. In case any major revisions to this RFP are made by the GCSE within seven days preceding the last date of submission of the Proposals, the GCSE may, at its discretion, provide reasonable additional time to the Agencies to respond to this RFP. Neither the GCSE nor any of its officers, employees nor any advisors nor Agencies undertakes to provide any Agency with access to any additional information or to update the information in this RFP.
5. The GCSE, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Agency or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.
6. The GCSE reserves the right to change/ modify/ amend any or all provisions of this RFP document. The amended RFP will be made available on the website of GCSE.

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1. Invitation for Proposal

Government of India has launched Samagra Shiksha, an overarching program for the school education sector extending from pre-school to class 12 and has the broader goal of improving school effectiveness measured in terms of equal opportunities for schooling and equitable learning outcomes. It envisages the 'school' as a continuum from pre-school, primary, upper primary, secondary to senior secondary levels.

It subsumes the three schemes of Sarva Shiksha Abhiyan (SSA) for Elementary education; Rashtriya Madhyamik Shiksha Abhiyan (RMSA) for Secondary & Higher Secondary education & Teacher Education (TE) for capacity building of teachers. The vision of the Scheme is to ensure inclusive and equitable quality education from pre-school to higher secondary stage in accordance with the Sustainable Development Goal (SDG) for Education.

In Gujarat, Samagra Shiksha project is being implemented by Gujarat Council of School Education (GCSE).

- GCSE is the agency for implementing several different projects in school education in the state.
- Under Samagra Shiksha, all the districts and Municipal Corporations in Gujarat are being covered.
- Decentralized Management structure is being adopted for effective implementation of the projects.

With the objective of providing highest quality of learning opportunities to school students enrolled in Government, Government-aided and Private schools across the State of Gujarat, Gujarat Council of School Education (GCSE-SS) has been providing digital content through the G-SHALA (Gujarat Students' Holistic adaptive learning) App.

To further enhance the learning opportunities for the school students in the state, GCSE-SS would now like to offer digital learning/ e-learning content/solutions/services developed by the industry leading EdTech organizations and learning solutions providers to the students studying in Gujarat in Gujarati and English medium.

GCSE-SS intends to select EdTech firms in the areas as specified in Section - 4 of this RFP and has decided to invite proposals from agencies/ companies providing digital learning/ e-learning content/solutions/services.

GCSE-SS intends to select agencies / e-content providers/start-ups/EdTech companies who have the expertise in and are willing to provide digital learning/ e-learning content/solutions/services to the students across Gujarat both in English and Gujarati in line with the academic curriculum applicable in Gujarat.

2. PURPOSE OF RFP

The purpose of this RFP is to invite agencies

- 2.1 Providing repository of digital learning content and solutions for assessment, experiential learning, and peer learning to benefit the students and teachers;
- 2.2 Providing personalized adaptive learning using the power of Artificial Intelligence and Machine Learning; and
- 2.3 Providing teaching-learning resources to supplement traditional classroom teaching-learning process and solutions for mapping the resources available from the best e-learning, digital learning and MOOCs (Massive Open Online Course) platforms.

3. DATA SHEET

RFP Inviting Authority	Gujarat Council of School Education
Method of Selection	Quality & Cost Based Selection (QCBS)
Availability of RFP documents	N-procure and GCSE Website
Date of Publishing of RFP	12.05.2023
Date & Time of Pre-Bid Meeting (Please send your queries by email before the pre-bid meeting on estssaguj@gmail.com, ssa.misdata@gmail.com)	22.05.2023, 1500 Hrs. Conference Room, Vidya Samiksha Kendra, Sector-19, Gandhinagar
Last date and Time for submission of Proposal online on http://nprocure.gov.in	2.06.2023 1500 Hrs.
Date, Time, and Venue for Presentation cum Demonstration	To be informed after preliminary Evaluation
Whether Consortium/ Joint ventures are permitted?	Yes

4. SCOPE OF WORK

The overall aim of this RFP is to select firms for providing digital learning/ e-learning content/solutions/services for Pre-primary, Primary, Secondary & Higher Secondary Grades Students of Gujarat.

Selected agencies are expected to provide E-content for academic subjects (E-content includes any or all content that may prescribed content in line with Gujarat syllabus) or E-content that is supplementary or complementary or auxiliary or related to the prescribed syllabus and helps enhance student ability to learn or understand or grasp the prescribed concepts by way of audios, videos, games, animation, AR/VR, simulation or any other methods followed by or integrated with assessment/ evaluation) for Grade I-XII (Gujarat Board).

Agencies are also expected to provide e-content for

- 21st century skills (Coding, AI, Robotics etc.)
- Life skills- like Communication skills, Critical thinking, Collaboration, Problem Solving etc.
- Vocational skills
- Competitive entrance examination learning solutions after school

including assessments, AR/VR content, doubt clearing services etc.

Languages: The content would need to be in Gujarati. It may additionally be in English also.

Agencies must mention the components/ sections of the prescribed syllabus their content addresses.

The solutions provided must be compliant with both Mobile & Laptop/Desktop devices.

The digital learning/ e-learning/ content/ solutions/services offered must be compliant with and will have to be integrated with and offered through and usage tracked through Learning Management System (LMS)/ Learning Experience Platform (LXP) used/ to be used by GCSE.

Expectations from agencies

1. Map content to the Gujarat Board syllabus;
2. Make the solutions/ content available through GCSE's LMS- The content shall be made available to registered students through GCSE LMS preferably through a single sign on;
3. Provide statistics on usage, evaluation, for every topic by date, time, subject, students, grades, administrative units (state, districts, blocks, clusters, schools etc.); and
4. Provide continuous upgrades and updates.

The student user shall have the option to access and use content offered by various agencies.

5. SELECTION OF AGENCIES

Based on the relevance, appropriateness and evaluation criteria, agency or agencies shall be selected. The selection with GCSE shall remain valid for a period of 36 months from the date of announcement of selection. The validity may be extended for a further period of 36 months by mutual agreement.

The selected agencies shall be required to integrate their applications with G-Shala App to provide quality e-content or Digital Learning solution to the students across Gujarat.

6. INSTRUCTIONS TO AGENCIES

6.1. Eligibility

The participation is open to entities/ agencies (Private limited companies, partnerships, proprietorships, trusts, societies, educational institutes and others) who fulfil the criteria as specified in Section-8 (Pre-Qualification Criteria). Entities/ agencies may also form consortium/ joint ventures and participate.

6.2. Proposal Preparation and RFP participation Cost

The Agency shall bear 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 and submission of proposal, in providing any additional information required by the GCSE to facilitate the evaluation process, and in negotiating a contract or all such activities related to the proposal process.

The GCSE will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Process.

6.3. Rejection of Offers

GCSE reserves the right to reject some or all proposals, without assigning any reasons at its sole discretion.

6.4. Pre-bid Meeting and Clarifications:

- a) GCSE shall hold a pre-bid meeting with the prospective Agencies as mentioned in "Data Sheet". All participating agencies must email the following before the pre-bid meeting to be able to participate: Name of the participating person, email id, designation and name of the organisation.
- b) The Agencies will have to ensure that their queries for Pre-bid meeting should reach the officer(s) mentioned in this document by email mentioned in the Data Sheet in Excel format.

- Responses to Pre-bid Queries and Issue of Corrigendum
- a) GCSE will endeavour to provide timely response to all queries. However, GCSE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GCSE undertake to answer all the queries that have been posed by the Agencies.
 - b) At any time prior to the last date for receipt of proposals, GCSE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Agency, modify the RFP Document by a corrigendum.
 - c) The Corrigendum (if any) & clarifications to the queries from all Agencies will be posted as per the details given in Data Sheet.
 - d) Any such corrigendum shall be deemed to be incorporated into this RFP and the resultant RFP shall be the full document and in case of any conflict with the previous RFP, the latest version shall prevail.
 - e) In order to provide prospective Agencies reasonable time for taking the corrigendum into account, GCSE may, at its discretion, extend the last date for the receipt of Proposals.

6.5. While the proposals are being invited by GCSE, it is informed to the bidders that the selected agency/ agencies will be required to work both with GCSE and Gujarat Educational Technologies Limited (GET), a company incorporated and established by the Department of Education, Government of Gujarat.

6.6. Submission of technical proposals

1. Agencies can download the RFP document from the websites (www.nprocure.com) and (www.ssagujarat.org).
2. Offers in physical form will not be accepted in any case.
3. The technical proposal must have an index page with page numbers. All the pages of the Proposal must be sequentially numbered, signed and stamped and must provide details sought as per the proposal format. Any deficiency may result in the rejection of the Proposal. Failure to submit the Proposal on time would cause a proposal to be rejected. The GCSE will not accept delivery of the Proposal by fax/e-mail or any other electronic/non- electronic means other than uploading on the Procurement Portal (URL: <https://nprocure.com>).
4. Financial Proposals must include the following information

Students	Total Cost of content per subject/ per student/ per year (Rs.)*	Revenue to be shared with GET per subject/ per student/ per year in % of Col.(2).**	Estimate of Advertising*** revenue per year (Rs lakhs)****	Revenue to be shared with GET per year in % of Col.(4)****
(1)	(2)	(3)	(4)	(5)
Government / Aided School Students	.....(A)	x	..... (D)	.....(E)
Other school Students	.....(B)	.....(C)		

* Please put zero, if you will provide the content free of cost

**Please put zero, if you will not be sharing any revenue with GET

*** All advertising will be children appropriate ethical advertising with prior approval of GET

**** Please mention Not Applicable (NA) if you will not leverage the portal for advertising revenue

Agencies will need to procure legally valid Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic proposals. Agencies can contact (n) code solutions- A division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

Address:

(n)Code Solutions-A division of GNFC Ltd., (n)Procure Cell

304, GNFC Info Tower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details (Grievances)- E-mail: nprocure@ncode.in; TOLL FREE NUMBER: 7359 021 663

6.7. Proposal Format

Proposal format: The technical proposal must include the following:

- Product/ solution/ content/ offering category: Please complete all the boxes that apply

Medium	Academic Content*	21st century skills**	Life skills***	Vocational skills****	Competitive entrance examination****	Any Others****
Gujarati						
English						

*please mention grades and Subjects for which the content is available

**like Coding, AI, Robotics etc. – please mention

***like Communication skills, Critical thinking, Collaboration, Problem Solving – please mention

****please mention

- b. Product/ solution/ content/ offering description
- c. Key features and benefits to the students
- d. In-built assessments if any
- e. Value adding Technology features like AR/ VR etc.
- f. Other information as per the evaluation criteria
- g. Relevant brochures, links to videos, power point presentations, and any other information/ details that agencies believe is relevant to the proposal.

Agency shall submit their proposals providing the information as per the proposal format.

Only agencies which have content readily available to provide are eligible. They are also requested to inform if the IP/ copyright on the content is their own or if they will license it from third parties.

Financial proposal is to be submitted separately as above.

6.8. Copy Right and IPR

The agency will be responsible for ensuring that the content offered by them does not infringe any IPR or copy rights of any third party and all licenses required with respect to provision of the content to GCSE have been procured by the agency.

6.9. Language

The proposal and all related correspondence and documents in relation to the RFP process shall be in English language only.

6.10. Late Proposals

Proposals received after the due date and time as specified in the Data Sheet for any reason whatsoever, shall not be entertained by GCSE.

6.11. Right to terminate the Process

The GCSE may terminate the RFP process at any time and without assigning any reason. The GCSE makes no commitments, express or implied, that this process will result in a business transaction with anyone. The GCSE will not be liable in any way to any person in case of termination of this Proposal process.

6.12. Acceptance of Terms & Conditions

By responding to this RFP, Agencies submit and confirm their acceptance to the Terms and Conditions of this RFP.

6.13. Disqualification

The proposal is liable to be disqualified in the following cases or in case Agency fails to meet the RFP requirements as indicated in this RFP:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- The Agency's proposal is conditional and has deviations from the terms and conditions of RFP.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all the requisite documents.
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, at any time during the processing of the contract or during the tenure of the contract including in the extension period if any.
- Agency tries to influence the proposal evaluation process by unlawful /corrupt / fraudulent means at any point of time during the proposal process.
- Failure of the successful Agency to agree with the Terms & Conditions of the RFP.

6.14. Contacting GCSE

From the time of submission of RFP to the time of awarding the contract, if an agency needs to contact GCSE for any reason relating to this RFP enquiry and /or its proposal, it should do so only over e-mails as specified in the data sheet.

In case an agency attempts to influence GCSE in its decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFP of the Agency shall be

liable for rejection in addition to appropriate administrative actions being taken against that Agency, as deemed fit by GCSE.

6.15. Authentication of Proposals

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

7. SELECTION PROCESS FOR AGENCY/ AGENCIES

7.1. Opening of Proposals

The Proposals will be opened by GCSE after the submission window. There will be following stages

- a) Stage 1: Opening of Pre-Qualification proposals
- b) Stage 2: Opening of Technical proposals of agencies which clear the Pre-qualification stage
- c) Stage 3: Evaluation of Technical Proposals
- c) Stage 4: Opening of Financial proposals for technically eligible agencies (Minimum 70% Score)
- d) Stage 5: Calculation of overall score (based on QCBS in 60:40 ratio) and declaration of selected agency/ agencies

7.2. Clarification on Proposals

During the proposal evaluation, GCSE may, at its discretion, ask the Agency for clarifications of its proposal. The request for clarification and the response shall be in writing, and no change in the content or substance of the Proposal shall be sought, offered, or permitted.

7.3. Evaluation Process

GCSE shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the GCSE in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the GCSE. GCSE may ask for meetings with the Agencies to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, GCSE reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

7.3.1. Stage 1: Opening of Pre-Qualification proposals

- a) If the contents of the cover are as per requirements, GCSE shall open pre-qualification proposal. Each of the Pre-Qualification conditions (Clause 8) mentioned in RFP is MANDATORY. In case the Agency does not meet any one of the conditions, the Agency may be disqualified by GCSE.
- b) Response to the Pre-Qualification Requirements will be evaluated in accordance with the requirements specified in this RFP. A checklist must be created with proper page-wise indexing of all supporting documents.

7.3.2. Stage 2: Opening of Technical Proposals

- a) Technical proposal will be opened for Agencies which succeed in Stage 1.

7.3.3. Stage 3: Evaluation of Technical Proposals

- b) Technical evaluation will be based on technical proposal submitted, technical presentations, and demonstrations by agencies.
- c) The agencies' technical solutions proposed in the proposal document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in technical evaluation criteria (Clause 9).

7.3.4 Stage 4: Opening of Financial proposals for technically eligible agencies (70% Score)

7.3.5 Stage 5: Calculation of overall score (based on QCBS in 60:40 ratio) and declaration of selected agency/ agencies

8. PRE-QUALIFICATION CRITERIA

The Agency's pre-qualification proposal will be evaluated as per the following criteria:

S. No.	Parameter	Requirement	Supporting Documents
1	Participating entity must be a legal entity to carry business / operational activities in India		Evidence of fulfilling of statutory compliance- GST and PAN registration,
2	Number of years of operation of the entity in India	Minimum 1 year as on March 1, 2023	Certificate of Incorporation /Certificate of Registration
3	Turnover in INR for last year (FY 2022-23) from digital learning/ e-learning content/solutions/services	Rupees 50 Lakhs and above or its equivalent value in USD (\$) (as per conversion rate on 31 March, 2023)	Certificate from Auditors/ CA firm / Audited Financial Statements (Profit & Loss Statement) for last 1 financial year
4	The firm is not blacklisted by any government entity or by the World Bank.		Self-declaration from the Agency on company letter head, signed by authorized signatory.

9. TECHNICAL EVALUATION CRITERIA

S. No.	Parameter	Maximum Marks	Marks Allocation	Supporting Documents
1	Quality of Technical solution	60	<ul style="list-style-type: none"> a. Type of Content (2D/ 3D, Text/ audio/ AV, 2 layer/ 3 layer, languages, Board alignment)- 15 Marks b. Technical features – (Animation, Audio, video, Graphics, AR/ VR) - 15 Marks c. Compatibility to integrate with LMS- 15 Marks d. Extent of Innovative methodology- 15 Marks 	Evaluation team rating on the basis of written proposal
2	Presentation/ demonstration	40	<ul style="list-style-type: none"> a. User friendliness (5) b. Interactivity and engagement (5) c. Quality of Audio- Video Content (5) d. Integration of Assessment in the content (5) 	Evaluation team rating on the basis of presentations/ demonstrations

S. No.	Parameter	Maximum Marks	Marks Allocation	Supporting Documents
			e. Dashboard and Analytics (5) f. AR/ VR integration (5) g. Use of Gamification (5) h. Use of personalized Adaptive Learning (PAL) (5)	

10. FINANCIAL PROPOSAL

Financial proposal is requested as per the financial information format mentioned earlier.

Students	Total Cost of content per subject/ per student/ per year (Rs.)*	Revenue to be shared with GET per subject/ per student/ per year in % of Col.(2).**	Estimate of Advertising*** revenue per year (Rs lakhs)****	Revenue to be shared with GET per year in % of Col.(4)****
(1)	(2)	(3)	(4)	(5)
Government / Aided School Students	.....(A)	x	..... (D)	.....(E)
Other school Students	.....(B)	.....(C)		

* Please put zero, if you will provide the content free of cost

**Please put zero, if you will not be sharing any revenue with GET

*** All advertising will be children appropriate ethical advertising with prior approval of GET

**** Please mention Not Applicable (NA) if you will not leverage the portal for advertising revenue

If any agency quotes zero for components A or B, the financial score for the agency against A or B will respectively be 25 and 10. All other agencies' financial score will then be calculated as per the following formula:

For A

Other agency Score out of 25= $25 \times (1 / \text{That agency's quote (A)})$

If no agency quotes zero for components A, the total financial score for any agency will be will then be calculated as per the following formula:

Any agency Score out of 25= $25 * (\text{The minimum quote (A)} / \text{That agency's quote (A)})$

For B

Other agency Score out of 10= $10 * (1 / \text{That agency's quote (B)})$

If no agency quotes zero for components B, the total financial score for any agency will be will then be calculated as per the following formula:

Any agency Score out of 10= $10 * (\text{The minimum quote (B)} / \text{That agency's quote (B)})$

For C

If any agency mentions NA for components C, the financial score for the agency against C will be Zero. The agency quoting the highest amount will be scored at 5. All other agencies' financial score will then be calculated as per the following formula:

Other agency Score out of 5= $5 * (\text{That agency's quote against C}) / (\text{The Maximum quote against C})$

Total financial score

The total financial score will be out of 40 = $A(25) + B(10) + C(5)$

11. OTHER TERMS AND CONDITIONS

11.1. Governing Law and Jurisdiction

This RFP shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the subsequent contract, any contract hereunder services shall be subject to the exclusive jurisdiction of the courts in Gandhinagar.

11.2 Limitations on Liability

The GCSE (and any others for whom Services are provided) shall recover from selected Agency, in contract or tort, under statute or otherwise, amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this RFP or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The GCSE (and any others for whom Services are provided) shall recover from selected Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages to GCSE in connection with claims arising out of this RFP or otherwise relating to the Services.

11.3 Intellectual Property Rights

In performing the Services, Selected Agency may use certain data, modules, software, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications developed or used by Selected Agency or its licensors, or to which Selected Agency otherwise has rights, including enhancements or improvements developed in the course of performing the Services (collectively, "Technical Elements"). GCSE may use the Technical Elements owned by Selected Agency solely to the extent necessary for GCSE to have the benefit of the Services and the Reports as permitted by this RFP.

11.4 Confidentiality

Except as otherwise permitted by this RFP, neither of the parties may disclose to third parties the contents of this RFP or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this RFP, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this RFP, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this RFP.

11.5 Indemnification

Selected Agency shall Indemnify GCSE against all direct losses, damages, claims and liabilities arising out of Selected Agency's fraud, wilful misconduct, breach of confidentiality, breach of GCSE's or third party intellectual property right. To the fullest extent permitted by applicable law and professional regulations, Selected Agency shall indemnify GCSE, the other associated Firms and the GCSE Persons against all claims by third parties (including your affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through GCSE at GCSE request. GCSE shall have no obligation hereunder to the extent that Selected Agency have specifically authorized, in writing, the third party's reliance on the Report.

11.6 Dispute Resolution

This RFP shall be governed by, and construed in accordance with, the laws of India. All or any dispute related to this RFP shall be resolved by means of binding Arbitration as per the procedure laid down under this RFP. Any dispute arising out of the Services or this RFP shall be subject to the exclusive jurisdiction of the courts of Gandhinagar, to which the parties hereby agree to submit for these purposes.

11.7 Arbitration

- (a) The arbitration will be conducted in accordance with the procedures in this document and the Rules of the Indian Council of Arbitration ('Rules') as in effect on the date of reference of dispute, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.
- (b) The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the procedure provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the

currently applicable Indian Arbitration & Conciliation Act 1996 and resolved by the arbitrators.

- (c) The venue for the arbitration shall be in India, at Gujarat. The result of the arbitration shall be binding on the parties.

11.8 Data Protection

Selected Agency may collect, use, transfer, store or otherwise process (collectively, "process") GCSE Information, including information that pertains to specific individuals and can be linked to them. GCSE warrants that it has the authority to provide Selected Agency the GCSE information in connection with the Services. Selected Agency undertakes to follow all data protection measures vis-à-vis data, computer database and information in connection with the Services as provided by the GCSE under the applicable laws, including the Information Technology Act, 2000 and Rules made thereunder.

11.9 Use of Names

Neither party shall use publicly the other party's name, trademark, service mark or logo in connection with the Services or any of the Reports without the prior written consent of such other party.

11.10 Force Majeure

The Selected Agency shall not be liable for forfeiture of its selection, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the RFP is the result of an event of Force Majeure. For purposes of this Clause, "**Force Majeure**" means an event beyond the "**reasonable**" control of the Selected Agency, not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but are not limited to Acts of God & acts of Government of India in their sovereign capacity, war, and riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labour or material.

For the Selected Agency to take benefit of this clause it is a condition precedent that the SELECTED AGENCY must promptly notify GCSE, in writing of such conditions and the cause thereof within 5 working days of the Force Majeure event arising. GCSE, or the consultant/ committee appointed by GCSE shall study the submission of the Selected Agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by GCSE in writing, the Selected Agency shall continue to perform its obligations under the resultant RFP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, GCSE and the Selected Agency shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding anything to the contrary mentioned above, the decision of GCSE shall be final and binding on the Selected Agency.

11.11 Amendment of RFP document

1. At any time before the deadline for submission of RFP, GCSE, may, for any reason, whether at its own initiative or in response to a clarification requested by any agency, modify the RFP document by an amendment. All the amendments made in the document would be informed through procurement portal.
2. GCSE also reserves the rights to amend the dates mentioned in this RFP for process. It will be assumed that the amendments have been taken into account by the agencies in their proposals.
3. In order to afford prospective agencies reasonable time in which to take the amendment into account in preparing their proposals, GCSE may, at its discretion, extend the last date for the receipt of proposals.

11.12 GCSE right to terminate the RFP process

GCSE may terminate the process at any time and without assigning any reason. GCSE makes no commitments, express or implied, that this process will result in a business transaction with anyone. This document does not constitute an offer by GCSE. The agency's participation in this process may result in the GCSE selecting the agencies to engage in further discussions and negotiations. The commencement of such negotiations does not, however, signify a commitment by the GCSE to select an agency or to continue negotiations. GCSE may terminate negotiations at any time without assigning any reason.

12. ANNEXURES

12.1. Proposal Cover letter

Date:

RFP No:

To
State Project Director
Samagra Shiksha, GCSE,
Gandhinagar.

Dear Sir/ madam,

Having examined the RFP Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render “digital learning/ e-learning content/solutions/services.”

In conformity with the said RFP documents as per the Proposal and such other sums as may be ascertained in accordance with the Proposal attached herewith and made part of this Proposal. We have not placed any condition for the Proposal on our part and agree to bind ourselves to the terms and conditions of this RFP unconditionally. Any conditions placed by us/ found elsewhere in the submitted proposal are hereby withdrawn unconditionally.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988. We understand that you are not bound to accept the lowest or any Proposal you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU or the World Bank, at the time of this Proposal submission.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU regarding any supply and contracts with our firm/company. We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our Proposal at any stage and you may take actions to penalise us including blacklisting us.

Name:

Address: _

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this _____ day of _____ 2023

Signature

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____