



**RAILTEL CORPORATION OF INDIA LIMITED**

(A Govt. of India Undertaking, Ministry of Railways)

**Expression of Interest for Selection of Partner from Empaneled Business Associates or OEMs or  
OEM's authorized partner/distributor**

**for**

**“Selection of Business Associate for Developing, Commissioning, Operating & Maintaining  
Student Registration Software for students seeking admission to colleges under Department of  
Higher Education”**

**EOI No: RailTel/WR/BPL/DHE/EOI/2024-25/35**

**Dated: 24<sup>th</sup> February 2025**

**Plot No. 17, 1st Floor, Raghunath Nagar, Near Shahpura Police station,  
Bhopal MP-462039**

## **EOI NOTICE**

**RailTel Corporation of India Limited, Plot No. 17, 1st Floor, Raghunath Nagar, Near Shahpura  
Police Station, Bhopal MP - 462039**

**EOI No: RailTel/WR/BPL/DHE/EOI/2024-25/35**

**Dated: 24<sup>th</sup> February 2025**

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners or OEMs or OEM’s authorized partner/distributor for the selection of suitable partner for participation for **“Selection of Business Associate for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Education”**.

The details are as under:

1	Last date for submission of Bid response Packet against EOIs by bidders	28 <sup>th</sup> February 2025 at 15:00 Hours
2	Opening of Bid response packet of EOIs	28 <sup>th</sup> February 2025 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 14,00,000/- (Rupees Fourteen Lakh Only)
5	Tender Fees & Processing Fees	Rs. 20,000/- (Rupees Twenty Thousand Only)

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer/BG. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

**RailTel Bank Details: Union Bank of India, Account No.317801010036605,  
IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch**

Eligible Business Associates / OEMs/authorized partner or distributor of OEMs are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

**Level:1** Contact: Sh. Anand Kumar  
Position: Jt. General Manager/Marketing  
Email: [anandnkn@railtelindia.com](mailto:anandnkn@railtelindia.com)  
Contact: +91-9004444107

**Level:2** Contact: Sh. Pavan Kumar Bhargava  
Position: ED/TM/Bhopal  
Email: [pavan@railtelindia.com](mailto:pavan@railtelindia.com)

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at [bpltooffice@railtelindia.com](mailto:bpltooffice@railtelindia.com) duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**
2. **The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However,** The EOI response is invited from eligible **Empaneled Partners of RailTel only in case of participation by Business Associates.**
3. The password will be sought at the time of opening of the bid response packet.
4. All the documents must be submitted with proper indexing and page no.
5. This is an **exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
6. **Transfer and Sub-letting.** The Business Associate/OEMs/authorized partner or distributor of OEM has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

## 1. Introduction about RailTel

**RailTel Corporation of India Limited (RailTel)**, an ISO-9001:2000 organization is a “**Navratna**” company under Ministry of Railways, Government of India. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel’s business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



**a) Carrier Services**

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**b) Enterprise Services**

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

**c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):** RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

**d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

**e) Retail Services – RailWire**

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across— Government PSU or any organization's officers colonies and residences.

## **2. Project Background and Objective of EOI**

RailTel intends to participate in the work for “Selection of Business Associate for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Education” RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

## **3. Scope of Work**

The scope of work is to “Selection of Business Associate for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Education” as per there requirement.

The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

**Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.**

## 4. Response to EOI guidelines

### 4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to [bpltooffice@railtelindia.com](mailto:bpltooffice@railtelindia.com).

### 4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

### 4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

### 4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

### 4.5 Bidding Process

The bidding process as defined in para 9.

### 4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.
- 4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

- 4.6.4 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.
- 4.6.5 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 4.6.6 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 4.6.7 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 4.6.8 **Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**
- 4.6.8.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

#### 4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

#### 4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### 4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.



#### 4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

#### 4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

#### 5. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
A)	<b>Financial Conditions</b>	
1	BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.	1. Valid Empanelment letter issued by RailTel 2. Certificate of Incorporation 3. GST Registration 4. PAN Card
2	The Bidder must have an average annual turnover of Rs. 23 Crores from IT and ITeS/Software Development during the last 3 financial years (2020-21, 2021-22, 2022-23)	Audited Financial Statements / CA certificate specifying the same for financial years
3	The Bidder must have a positive Net Worth as on 31st March 2024	Certificate from the Chartered Accountant, clearly stating the Net Worth
4	The Bidder must have a valid – CMMI Level 3 or above certification and ISO 27001 certification as on the date of submission of the bid	Copy of the valid certificate from the accrediting agency
5	The Bidder should have minimum 55 full - time resources with IT/ITeS/ Software Development related skill set on its payroll as on 31 <sup>st</sup> December 2024	A self-certified letter signed by the Authorized Signatory of the Bidder
6	The Bidder must have an experience of executing one or more SI projects with any government body (Central or State) with a PO/WO etc. from authorized signatory during last 3 years. The projects should be System Integration projects involving Software implementation, manpower support etc. In case of ongoing project, the Go-live of the solution must have happened before the date of submission of bid. Minimum single project total value of Rs. 4 Crores or more Or Minimum two project, each value of Rs. 2.25 Crores or more Or Minimum three project, each value of Rs. 1.80 Crores or more	Purchase Order/ Work Orders/ Milestone Completion Certificate / experience certificate from the authorized signatories

7	The Bidder should have experience of executing at least one project of the proposed solution, wherein there are at least 100000 registered students, during last 3 years	Experience Certificate / Letter from the Authorized signatories / related reports specifying the number of registered students as per the requirement
8	The Bidder, any of the members, must have executed at least 5 similar projects during past three years preceding the date of submission of this bid. The projects should be IT Implementation projects involving implementation of proposed solution (integrated end to end web-based solution) in any of the Public / State Department /Educational Institutions / in India.	Purchase Order/ Work Orders/ Milestone completion Certificate / experience certificate from the authorized signatories
9	The bidder must not have been blacklisted for fraudulent practices by any of its clients, Central Government / State Government / UT Government / Government Undertakings / Department/ Educational Institutions / Government Bodies / PSUs in India, as on the date of submission of the bid	Self-certification signed by the Authorized Signatory, on the company letter head
10	The Bidder should have presence in MP. If there is no office in MP at the time of bidding, then bidder shall give an undertaking signed by the Authorized Signatory, however it is necessary to open the office in MP within 30 days upon contract award	Self – Declaration
11	The participating bidder should be a currently active empaneled business associate of RailTel or OEM(s) or its authorized partner/distributor.	Documentary proof of empanelment along with proof of empanelment Fee to be submitted. Or Documentary proof of OEM (Self undertaking and Manufacturer's Authorization Certificate)

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	<b>Annexures</b>	
1	<b>Annexure 1</b>	<b>Covering Letter:</b> Self-certification duly signed by authorized signatory on company letter head.
2	<b>Annexure 2</b>	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
3	<b>Annexure 3</b>	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date.
4	<b>Annexure-4</b>	Format for Affidavit to be uploaded by BA along with the tender documents.
5	<b>Annexure-5</b>	Non-disclosure agreement with RailTel.
6	<b>Annexure-6</b>	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
7	<b>Annexure-7</b>	Power of Attorney <b>or</b> Board Resolution in favor of one of its employees who will sign the Bid Documents.
8	<b>Additional Documents to be Submitted</b>	Technical Proposal with overview of the project with strength of the Partner.

## 5. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

## 6. Evaluation Criteria

- 6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 6.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

- 6.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

## 7. Payment terms

- 7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

## 8. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

## 9. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

**Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.**

**Annexure 1: Format for COVERING LETTER**  
COVERING LETTER (To be on company letter head)

EoI Reference No:

Date :

To,

RailTel Corporation of India Ltd.  
Plot No. 17, First Floor,  
Raghunath Nagar,  
Near Shahpura Thana,  
Bhopal, M.P. - 462039

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the ref. no. \_\_\_\_\_ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. \_\_\_\_\_ issued vide \_\_\_\_\_ from Bank \_\_\_\_\_.

Authorized Signatory

Name

Designation

**Annexure 2: Format for Self-Certificate & Undertaking**  
Self-Certificate (To be on company letter head)

EoI Reference No:

Date:

To,

RailTel Corporation of India Ltd.  
Plot No. 17, First Floor,  
Raghunath Nagar,  
Near Shahpura Thana,  
Bhopal, M.P. - 462039

Dear Sir,

**Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as

required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation



**Annexure 3: Undertaking for not Being Blacklisted/Debarred**

<On Company Letter Head>

To,

RailTel Corporation of India Ltd.  
Plot No. 17, First Floor,  
Raghunath Nagar,  
Near Shahpura Thana,  
Bhopal, M.P. - 462039

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at address  
hereby declares that that the Company has not been blacklisted/debarred by any Governmental / Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

#### **Annexure 4: Format of Affidavit**

##### **FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the BA) \*\*

I..... (Name and designation) \*\* appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the BA) for the purpose of the EOI documents for the work of \_\_\_\_\_ as per the EOI No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com). I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE  
OF THE BA

#### VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE  
OF THE BA

Place:  
Dated:

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

**Annexure-5: Non-Disclosure Agreement (NDA) Format**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2024 (the “**Effective Date**”) at \_\_\_\_\_. By and between

**RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905)**, a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

\_\_\_\_\_) (CIN: \_\_\_\_\_), a company duly incorporated under the provisions of Companies Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_, (hereinafter referred to as '**\_\_\_\_\_**'),

which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and \_\_\_\_\_ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and \_\_\_\_\_, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for \_\_\_\_\_.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

**Permitted Use.**

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

**Designation.**

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

**Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

**Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

**No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

**Return or Destruction of Information.**

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or  
Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

**Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

**Notice.**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

**RailTel Corporation of India limited:**

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Phone:

Email.:

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Phone:

Email:

### **Term, Termination and Survivability.**

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of \_\_\_\_years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

**Governing Law and Jurisdiction.** This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

**Counterparts.** This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

**No Definitive Transaction.** The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

### **Settlement of Disputes:**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

### **CONFIDENTIALITY OF NEGOTIATIONS**

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

## **REPRESENTATION**

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

## **ASSIGNMENT**

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

## **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

## **RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

## **20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

\_\_\_\_\_ agrees and acknowledges that \_\_\_\_\_, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. \_\_\_\_\_ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, \_\_\_\_\_ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel



**MISCELLANEOUS.** This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity. IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

\_\_\_\_\_:

RailTel Corporation of India Limited:

By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name:

Title:

Title:

Witnesses

**Annexure-6**  
**Tender Document**



**DEPARTMENT OF HIGHER EDUCATION  
GOVERNMENT OF MADHYA PRADESH**

Request for Proposal (RFP)  
(Two-Envelope Bidding Process)

**Procurement of Services**

**Selection of agency for Developing, Commissioning, Operating & Maintaining Student  
Registration Software for students seeking admission to colleges under Department of  
Higher Education**

**RFB No: 72/SPD/RFP/2025/Student Registration Software Retender**

**Issued on: February 2025**

State Project Directorate (RUSA)  
Higher Education Department, Madhya Pradesh  
Satpura Bhavan, Wing – Kha, Ground Floor  
Bhopal (MP) 462004, India  
E-mail: [spdmpwb@gmail.com](mailto:spdmpwb@gmail.com)

## **DISCLAIMER**

All information contained in this tender document provided/ clarified are in the good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in this tender document, the interested Bidders shall satisfy it-self that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the tender document is complete in all respects and Bidders submitting their proposal are satisfied that the tender document is complete in all respects. State Project Directorate (SPD) (Department), Department of Higher Education (DHE), Madhya Pradesh reserves the right to reject any or all of the proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. DHE also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this tender. SPD reserves the right to change/ modify/ amend any or all of the provisions of this tender document without assigning any reason. Any such change would be posted it on: <https://mptenders.gov.in/> portal or on the website of DHE <http://www.highereducation.mp.gov.in>

Neither SPD nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of DHE or their employees or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of tender process is confidential to SPD and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

**Key Dates for Single-Stage, Two-Envelope, Bidding Procedure, Adopted through e-procurement.**

Tender Reference No.	<b>72/SPD/RFP/2025/Student Registration Software Retender</b>
Period of sale of Tender documents starting and End dates	07/02/2025 to 07/03/2025
Pre-Bid Meeting	14/02/2025, 14:00 hours
Date for Start of submission of Tender Document	21/02/2025, 17:00 hours
Last date for submission of Tender Document online	07/03/2025, 12:00 hours
Time & Date of Opening of Technical Proposal of the Tender	10/03/2025, 14:00 hours
Time & Date of Opening of Financial Proposal of the Tender	The Date shall be informed to the Technically Qualified Bidders
Place of Pre-bid Meeting, Opening of Technical Proposal & for Clarification of Bid Department's address for communication	State Project Directorate (RUSA) Higher Education Department, Madhya Pradesh Conference Room, Satpura Bhavan, Wing – Kha, Ground Floor Bhopal (MP) 462004, India E-mail: spdmpwb@gmail.com
Pre-bid meeting	Bidders can attend the Pre-bid meeting online or by physical presence at the place mentioned above on the scheduled date. Online link will be shared 2 days prior to the pre-bid conference in Higher education web site. <a href="http://www.highereducation.mp.gov.in">http://www.highereducation.mp.gov.in</a>
Bid validity Period	180 days from the date of bid submission
Bid security (Earnest Money Deposit)	Rs 14,00,000/- (Fourteen Lakh Only)

## **Request for Bids Goods**

### **(Two-Envelope Bidding Process)**

**Contract Title:** Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department.

#### **RFP Reference No.: 72/SPD/RFP/2025/Student Registration Software Retender**

1. The State Project Directorate, DHE, now invites Online Bids from eligible Bidders for Contract Title: Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department.
2. Bidding will be conducted through <https://mptenders.gov.in/> Portal through National competitive procurement using a Request for Proposal (RFP).
3. The bidding document in English may be purchased by interested eligible Bidders. Tender document can be downloaded from the website <https://mptenders.gov.in/> and also can be viewed in the DHE website <http://www.highereducation.mp.gov.in> free of Cost. Tenderers submitting the Bids shall pay a non-refundable fee of Rs 20,000 (Twenty Thousand Only) towards the cost of Tender Document. for payment to visit the web site of MP treasury and pay the processing fee as per the process: [mptreasury.gov.in](http://mptreasury.gov.in) → Cyber Treasury → Unregistered User → Common Challan → Department → 38 Higher Education → fill the mandatory information → Select Head of Account → 0202-01-103-0665 → University and Higher Education College - Other-Receipts → Click to Add Challan → Confirm.

**Copy of the Challan to be submitted along with the Technical proposal. Bidders not submitting the Tender Document fee along with the Bid proposal shall not be considered for Bid evaluation. No Exemptions allowed for Tender Document fee**

4. Bidders must upload their bid document through online mode only on the portal <https://mptenders.gov.in/>. Bidders must submit the document fee, processing fee amount Online only.
5. EMD shall be submitted online on the eProcurement web site only on or before bid closing date & time. All Bids must be accompanied by a EMD or Bid Security as per the following.

SL. No.	Description	EMD amount to be paid online in Rs	Non-refundable Tender document Fee in Rs	Period of Project
1	Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department.	14,00,000/-	20,000/-	Initially 36 (Thirty Six) months

6. EMD exemption will only be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department. Bidder shall pay EMD online through Banking Agency or in the form of FD or in the form of Bank guarantee in favor of “Pariyojana Sanchalak RUSA, Payable at Bhopal. Bidder to submit Bid security in the form of copy of the FD or copy of Bank Guarantee along with the Technical Bid proposal and hard copy to be submitted at SPD office within 2 days of last date of Bid opening date.
7. Bidders who are not providing the EMD along with Bid proposals (Except those who are submitting MP MSME registration), are to be considered as non-responsive bid proposals.
8. All prospect Bidders including MSME registered in any State / UT / GoI are allowed to participate. However, EMD and Tender document fee exemption will be provided as per MP Store and Purchase Rules 2022 to companies registered with MP MSME Department. Bidders seeking exemptions for EMD shall submit the Bid security declaration format.
9. Any further corrigendum/ addendum shall be uploaded on the e-procurement portal website: <https://mptenders.gov.in/>.
10. MP Procurement rules 2022 are applicable for this Tender.
11. The bidder is responsible for registration on the e-procurement portal <https://mptenders.gov.in/> at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. bidders shall submit their Proposals electronically on the portal: <https://mptenders.gov.in/>.

12. Tender documents can be downloaded from website <https://mptenders.gov.in/> without any cost. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee and also processing fee as applicable (non-refundable) to be paid online through the eProcurement portal (website <https://mptenders.gov.in/>), without which bids will not be accepted. There is no exemption in the tender fee. If the bidder fails to submit the tender fee as stated above, his bid shall be disqualified. Service and gateway charges shall be borne by the bidder. Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest.
13. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. DHE-SPD will not be responsible for delay in issue of Digital Signature Certificate. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. Bidder must positively complete online e-tendering procedure at: <https://mptenders.gov.in/>,
14. DHE shall not be responsible in any way for delay/difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.



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## Section 1: Instructions to Bidders

### Introduction

- 1.1 Education is an To establish comprehensive office assistance unit that enhance the efficiency, productivity, and organization of businesses and individuals by providing high-quality administrative support and specialized services.
- 1.2 Streamline Administrative Tasks: Provide professional support for routine administrative tasks such as scheduling, correspondence, document management, and data entry to allow clients to focus on their core business activities.
- 1.3 Improve Productivity: Offer specialized services that can improve overall productivity and workflow within an organization, including project management, research, and report preparation.
- 1.4 Enhance Professionalism: Ensure that all client communications and documentation are handled with the highest level of professionalism and accuracy.
- 1.5 Adapt to changing Needs: Tailor services to meet the unique change in trends, providing flexible and scalable solutions that can adapt to changing requirements.
- 1.6 High-level support for executives, including meeting coordination, project oversight, and confidential document handling.
- 1.7 Document Preparation and Management: Creation, formatting, and maintenance of documents, presentations, and spread sheets to ensure professional quality and organization.
- 1.8 Research and Data Analysis: Conducting research and data analysis to support business decisions, including market research, competitor analysis, and data reporting.
- 1.9 The establishment of office assistance unit aims to fill a critical need in the business community by providing comprehensive support that enhances efficiency and productivity. By offering a range of specialized services tailored to the needs of our clients, we aim to become a trusted partner in their success.

## 1.1 INSTRUCTIONS TO BIDDERS

- 1.2 Bidders are required to carefully read the contents of this document including Technical Capabilities.
- 1.3 Technical Bid documents which are to be uploaded online by the Bidders as per time schedule (key Dates).
- 1.4 Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. Submittals from bidders will be evaluated based on their experience and their technical, and financial capability to perform the contract. Poor past performance record such as abandoning of works; blacklisting by any government organization or agency; not properly completing contracts; litigation history, financial failure, etc., may lead to rejection.
- 1.5 All documents must be in English language and each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the RFP document. Any unsigned and unstamped document will not be considered.
- 1.6 Bidders should note that late or delayed bid proposals will not be accepted in mptender.gov.in portal.
- 1.7 Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & Annexure submitted as proof of the requirements, shall be considered as non-responsive bid proposal, and disqualified.
- 1.8 The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.
- 1.9 Payment of Security Deposit / Performance Security.
- 1.10 Submission of risks Insurance Policy valid for entire Implementation and Support Period.
- 1.11 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-III of the RFP.
- 1.12 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.

- 1.13 The Bidder submitting the tender will be considered to have accepted all the terms and conditions and no further terms and conditions will be accepted. No enquiries in written or orally will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organization will disqualify the tender.
- 1.14 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/ solution needed to meet the requirements of the proposed project / items for completion of the bid proposal / project in time as mentioned in the RFP.
- 1.15 All information provided by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Department on the basis of this RFP.
- 1.16 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 Department. Any notification of preferred Bidder status by Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- 1.17 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

## DIRECTIONS TO THE BIDDERS

- 1.18 The bidders shall submit the proposal as per Scope of Work mentioned in this RFP.
- 1.19 The bidders have any doubt about the meaning of any portion of the RFP or find discrepancies / omission in the tender documents issued or shall require clarification on any of the technical qualification aspect, scope of work etc., shall submit the clarification to the Department before the pre-bid meeting date as mentioned in the Key dates.
- 1.20 The prospective bidder requiring any clarification on the tender shall submit the Queries in Editable Word format along with pdf in the format as follows :-

Clarifications: Technical / Commercial / General				
Page No.	Clause No.	Details of Clarification as per Bid Document	Bidders Query	Clarification by SPD

- 1.21 The bidders are advised before tendering, to properly understand the Scope of work and be acquainted with the actual end outcome expectation of the SPD, DHE from the successful bidder. No claim shall be entertained later on grounds of lack of knowledge.

- 1.22 The bidder shall incur all expenses related to preparation of the bid proposals, attending to the meetings with the Department. Preliminary Technically Responsive bidders will be informed to provide the Presentation/Demonstration (Demo) as mentioned in the RFP, at their cost, wherever required at SPD- Bhopal Office to confirm the proposal is exactly as per the Bid Requirements. Non-attending to the presentation and in the Demo non-compliance of the scope of work as mentioned in this RFP will be considered as Non-responsive Technically proposal. No further communications will be entertained in this regard. Technically Nonresponsive bidders' financial proposal will not be opened.
- 1.23 The bidder shall not cause any damage or harm to the Department during project period in any manner whatsoever.
- 1.24 Bidders are reminded that, if necessary, at its sole discretion of Department may ask for any clarification regarding the submitted tender and/or other documents.

## **2 DEFINITIONS AND INTERPRETATIONS**

### **2.1 DEFINITIONS**

- 1 "Agreement" shall mean the Contract Agreement entered between the Department and Bidder.
- 2 "Agency" shall mean the selected Preferred Bidder selected and nominated by the "Department " to implement the Project on the terms and conditions stipulated in the Agreement.
- 3 "Bid or Detailed Bid or Proposal" shall mean proposal submitted by the Bidder for the Procurement, in response to this RFP including clarifications and/or amendments to RFP, if any.
- 4 "Bidder" shall mean an Entity / Individual who participate in online Bidding
- 5 "Bid Security" shall mean the security furnished by the Bidder in the form of Online Payment or through demand draft, as stipulated in the RFP document.
- 6 "Bid Evaluation Committee" shall mean the committee constituted by the Department for evaluating the Bids.
- 7 "Department" shall mean Higher Education Department, Government of Madhya Pradesh
- 8 "Commercial /Financial Bid proposal" shall have the meaning as set forth in the RFP document.
- 9 "Due Date" shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.



- 10 “Firm” shall mean a single legal entity, which is a Registered Body.
- 11 “Authority” shall mean Department.
- 12 “Letter of Acceptance” or “LOA” means the letter issued by Department to the Successful Bidder to complete the scope of work of the proposed Project / items in conformity with the terms and conditions set forth in the RFP.
- 13 “Preferred Bidder” shall mean the successful Bidder, whose Bid is declared as technically responsive bid with the lowest price offer quoted for the project as a result of the Bid evaluation process as set forth in this RFP document.
- 14 “Project” shall mean as mentioned in the scope of work.
- 15 “Software” shall mean as mentioned in the scope of work
- 16 “Project Completion Period” shall mean the total period in which the bidders to complete the scope of work and certified by Authority or its nominated agency.
- 17 “Request for Proposal or RFP” shall mean this document.
- 18 “Technical Criteria” or “Criteria” shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Commercial/ Financial Bid proposal.
- 19 Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

## **2.2 INTERPRETATION**

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
2. Reference to any gender includes the other gender.
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP.
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be

amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof.

5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed.
6. Any reference to a person shall include such person’s successors and permitted assignees.
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form.
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.
11. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
12. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.
13. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder’s participation to be disqualified.
14. This RFP is not transferable.
15. Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid (either solely or as consortium member, if permitted) will cause all the proposals with the Bidder’s participation to be disqualified.

### **3 Documents Constituting Bid**

The documents constituting the Bid shall be as follows:

#### **3.1 TECHNICAL BID WITH ONLINE SUBMISSION OF BID SECURITY**

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation to any Understanding and the Bid Security. The said Technical Bids shall be evaluated by Department in its sole discretion.

### **4 Preparation of Bid**

#### **4.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Department shall be written in English language only.

#### **4.2 Bid Currency**

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).

#### **4.3 Authentication of Bid**

The Technical Bid will be received online on the portal [www.mpetenders.gov.in](http://www.mpetenders.gov.in). The Technical Bid will be opened in the Department's office as mentioned in key date. If desired, the bidders or their duly authorized representatives may remain present at the time of opening of tender.

The Technical Bid shall preferably be type written and shall be signed by a person or persons duly authorized by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

#### **4.4 Validation of Interlineations in Bid**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

### **5 Bid Preparation Costs**

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 Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **6 Department Visit**

The Bidder may visit and interact with the concerned person appointed by the department for any clarification and obtain for itself on its own responsibility all information on the existing processes and functioning that may be necessary for preparing the proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

## **7 Venue & Deadline for Submission of Bids**

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to online in [mptende.gov.in](http://mptende.gov.in) as specified in NIT.

## **8 Late Bids**

- 8.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 8.2 The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 8.3 Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents through on-line portal. No further correspondence on the subject will be entertained.
- 8.4 Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments.

## **9 Withdrawal, Substitution and Modification of Bids**

- 9.1 The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by Department prior to the deadline prescribed for online submission. All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).
- 9.2 A notice may also be sent by an electronic means by email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney
- 9.3 Bids requested to be withdrawn in accordance with clause mentioned above, shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 9.4 No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

## **10 Financial bid**

- 10.1 The bidder shall have to quote Lowest Price Offer in format referred in Bid Data sheet online.
- 10.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 10.3 Prices shall be quoted as specified in Price Schedule. The breakup of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.4 Bidder submitted price shall include all the cost which may occur during the project period to deliver the services as mentioned in the scope of work.
- 10.5 The Lowest wise Price Offer shall be quoted in figures as well as in words. If any difference in figures and words found, price in figures will prevail.

- 10.6 The bidder shall have to quote rates inclusive of all duties, taxes and other levies including GST; and Department shall not be liable for the same.

## **11 BIDDING PROCESS / SUBMISSION OF TENDER**

- 11.1 Duly filled and signed Tenders should be submitted online. Proposal shall contain (A) Technical proposal and Financial / commercial Bid proposal, on or before due date as mentioned in RFP.
- 11.2 If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.
- 11.3 The decision of the Department to this effect shall be final and binding on the tenderer(s). The Technical bid will be opened in front of the Committee, at the Department's Office.

## **12 Validity of Offer**

- 12.1 The Proposal shall remain valid for a period not less than days as mentioned in the Key dates details from the date of opening of technical bid (Offer Validity Period). Department reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Department, if needed during the Bid evaluation period
- 12.2 A bidder agreeing to the request will not be allowed to modify the proposal but would be required to extend the validity of its EMD for the period of extension.

## **13 Verification of information**

- 13.1 While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder's own risk and may lead to disqualification of the bid as being non-responsive.
- 13.2 The Specification details given in this RFP are based on the Department' Committee recommendations. However, the Bidders shall be wholly responsible for all the details of their Bids. In essence, after the Bid is submitted, the Bidder shall be responsible of all the data, which forms the basis of the Bid and shall have no claims whatsoever on Department or its agencies or its Advisors regarding the accuracy of the information, etc. furnished in the RFP.

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

- a. Made a complete and careful examination of requirements and other information set forth in this RFP document.
- b. Examined all the relevant information as it has received from Department in respect of the project.
- c. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Contract Agreement, including but not limited to
- d. Availability of suitable manpower and technology.
- e. All other matters that might affect its performance under the Contract Agreement

## **14 Project data and Training**

14.1 Successful bidder to coordinate with the department for necessary data and information required for implementation of the project.

## **15 Local condition**

15.1 Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

15.2 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.

15.3 It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Department.

## **16 Amendment of Bidding Documents**

16.1 At any time before the Deadline for Submission of Bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment.

16.2 Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the

“Addendum(s).” If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids.

- 16.3 Department reserves the right to extend the Deadline for the Submission of Bids. However, no request from the prospective Bidder(s), shall be binding on Department for the same.

## **17 Compliant Proposals / Completeness of Response**

- 17.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 17.2 Failure to comply with the requirements may render the Proposal non-compliant and the Proposal may be rejected.
- 17.3 Bidders must:
- a. Include all documentation specified in this RFP.
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
  - c. Comply with all requirements as set out within this RFP.

## **18 Pre-Bid Conference**

- 18.1 A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), as mentioned at the Key dates table at the location specified by Department.
- 18.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFP document, if any.
- 18.3 Pursuant to the Pre-Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
- 18.4 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting



- 18.5 Department shall not be responsible for ensuring that the Bidders' queries have been received by it. Any requests for clarifications after the indicated date and time may not be entertained by Department.
- 18.6 The Bidders should submit the queries in writing or e-mail and the same should reach to Department at least two (2) working days before the pre-bid conference.
- 18.7 Minutes of the pre-bid conference shall be uploaded in the [mptender.gov.in](http://mptender.gov.in) portal.

## **19 Key Requirements of the Bid**

### **19.1 Right to Terminate the Process**

Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- 19.2 This RFP does not constitute an offer by Department. The Bidder's participation in this process may result selecting the Bidder for execution of the contract.

## **20 Consortiums**

- 20.1 **Consortium up to three members shall be allowed.**

## **21 Submission of Bids**

The complete bidding process will be online (e-Tendering) in Two cover system. Electronic submission of bids shall be in accordance with the instructions given in the Table below: Particulars	
Cover 1 (Technical Proposal)	<p>Proof of submission of RFP Document Fee and Scanned copy of EMD,</p> <p>Proof of submission of RFP Document Fee and original document of EMD should be submitted in Hard Copy within 2 days of Bid submission.</p> <p>Bidder to submit all the formats of Covering letter, Bidders information sheets.</p> <p>Financial Eligibility criteria documents shall be prepared in accordance with the requirements specified in this RFP document.</p> <p>Experience / work order certificates, completion certificates should be submitted through online bid submission process</p> <p>The Bidder shall furnish documentary evidence / undertakings for all the mentioned requirements along with the technical bid proposal.</p>
Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed by mptender.gov.in of the RFP.</p> <p>Financial Proposal should be submitted online only on <b>www.mpetenders.gov.in</b></p>

Note: Department will conduct the bid evaluation based on documents submitted through online e-tendering portal.

#### 21.1 Bid Security (Earnest Money Deposit (EMD))

The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified in the BDS, in original form and, in the case of a Bid security, in the amount and currency specified in the BDS.

23.2.1 A Bid Securing Declaration shall use the form included in RFP.

23.2.2 If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- a. an unconditional freely Convertible Irrevocable Bank Guarantee valid beyond 45 days of the Bid validity period issued by one of the Scheduled Bank as per RBI guidelines as acceptable to the Purchaser and in the form provided in the bidding documents. guarantee issued by a bank as per or non-bank financial institution (such as an insurance, bonding or surety company); or
- b. Demand Draft issued by; or
- c. Online payment to the mp tender portal,

23.2.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

23.2.4 Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant

23.2.5 The Bid Security may be forfeited

- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part – Financial Part, or any extension thereto provided by the Bidder; or
- b) if the successful Bidder fails to:
  - i. Sign the Contract in accordance with RFP,
  - ii. The Buyer may, declare the Bidder ineligible to be awarded a contract by the buyer for a period of time; or
  - iii. Furnish a performance security in accordance within the time period mentioned in RFP.
  - iv. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part

23.2.6 The Bid Security must be in the name of the Bidder that submits the Bid.

## **22 Bid opening**

- 22.1 All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

22.2 Department always reserves the right to postpone or cancel a scheduled bid opening.

22.3 Bid opening shall be conducted in 2 (two) stages.

Stage 1 – Technical proposal -Online

Stage 2 - Financial Proposal- online

22.4 The venue, date and time for opening the technical proposal are mentioned in the RFP information sheet. The department's appointed Committee will evaluate bids based on financial capability, experience and documentary evidence submitted and

22.5 Only those bidders qualified in technical bid, will be considered for financial bid opening on [www.mpetenders.gov.in](http://www.mpetenders.gov.in). The lowest quoted price for the turn basis shall the successful bidder to whom contract will be awarded.

## **23 Disqualification**

23.1 Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a. Submit the tender document after the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- c. Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- d. Failed to provide any clarifications related thereto.
- e. Where the bidder has already submitted the tender document and is a member of entity, which has already submitted the tender document, or vice versa.
- f. The successful bidder is not allowed to sub-lease the assigned spaces.
- g. Violates any other condition mentioned herein before/herein after.
- h. If any such information which would have entitled Department to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, Department reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.

- i. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- j. Where the bidder has been declared as defaulter or blacklisted by Department before the date of opening of techno commercial Bid.

## **24 Taxes**

- 24.1 The Agency shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, GST, etc., to be paid to Government / Statutory bodies / Authorities, etc., for the services rendered by it. There will be no tax liability upon the Department whatsoever on any account.
- 24.2 The Agency indemnifies Department from any claims that may arise from the statutory authorities in connection with this License.
- 24.3 The Agency should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws, etc., and at no point of time should the Department be drawn into litigation on these counts.

## **25 Preliminary responsiveness**

Prior to evaluation of Bids, the Department shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- a. It is received as per the format defined in RFP document.
- b. It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP.
- c. It is signed, stamped, all pages are numbered. Scan copy uploaded proposal shall be clearly readable with indexing mentioning the Clauses for each document submitted in the proposal.
- d. It is accompanied by the Earnest Money Deposit (EMD);
- e. It is accompanied by the Power(s) of Attorney, if applicable.
- f. It contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- g. It quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Agency.

- h. It does comply with all the technical specifications and General Terms and conditions.
- i. It does not contain any condition or deviation.
- j. The bidder has submitted all additional information or clarification as sought by Department within the prescribed period.
- k. Bids without duly signed integrity pact.

## **26 Bid evaluation- technical presentation / demonstration**

- 26.1 Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bids.
- 26.2 Preliminary Technically Responsive bidders will be informed to provide the SPD Nominated Committee for the Presentation/demonstration.
- 26.3 On successful presentation / demonstration as mentioned in the RFP, bidder's proposal will be considered as Technically responsive and the Financial Proposals of the Bidders will be opened. The financial proposal of the bidders who do not qualify in technical presentation/demonstration shall be kept unopened in the e-Tendering system.
- 26.4 Department shall inform the technically responsive Bidders about the date and venue of the opening of the financial proposals.
- 26.5 At any time during the Bid evaluation process, Department / Committee may seek oral/ written clarifications from the Bidders. The Department / Committee may seek inputs from their professional and technical experts in the evaluation process.

## **27 Right to accept any bid and to reject any or all bids(s)**

Department reserves the right to accept or reject any bid, and to annul the tendering process/ public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Department action.

## **28 Appointment of Agency**

### **Award criteria**

- 28.1 After selection of technically responsive and financially lowest offer submitted by the bidder in terms of clauses of this RFP, a letter of award (the “LOA”) shall be issued. Successful bidder (supplier/ Agency) shall, within 7 (seven) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement as unconditional acceptance thereof. In the event the acceptance of the LOA duly signed by the Agency is not received by the stipulated date, the department may, unless it consents to extension of time for submission thereof, forfeit the earnest money deposit of such Agency as damages on account of failure of the Agency to acknowledge the LOA.
- 28.2 Issue of letter of acceptance (LOA) shall not be construed as any right given in favour of the Agency, and department reserves the right to annul the process of award, including signing of contract agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 28.3 Upon issue of LOA to the Agency, department will release the EMD of all Agencies, as per the online portal process except the Agency.
- 28.4 After acknowledgement of the LOA as aforesaid by the Agency, it shall cause the Agency to execute the contract agreement within the period prescribed. The Agency shall not be entitled to seek any deviation, modification or amendment in the contract agreement.

## **29 Notification of award**

- 29.1 Prior to the expiration of the validity period, Department will notify the successful Bidder in writing or by email and by hardcopy as Letter of Award (LOA)., that its proposal has been accepted, In case the tendering process / public procurement process has not been completed within the stipulated period, Department may like to request the Bidders to extend the validity period of the bid.
- 29.2 Upon the successful Bidder's furnishing of Performance Bank Guarantee, Department will notify each unsuccessful Bidder and return their EMD.
- 29.3 Department shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid of the proposed Project basis the evaluation criteria. On this basis the draft contract agreement would be finalized for award and execution.

## **30 Performance security**

- 30.1 A Performance Security shall be required.

- 30.2 The amount of the Performance Security shall be: **3 % of the total contract Price**, Successful Bidder to submit within 15 days from the date of Work order is issued, Contract Agreement will be signed post submission of the Performance Security, Performance Security shall be valid 60 days beyond the Project period.
- 30.3 The Performance Security shall be in the form of Freely Convertible Irrevocable Bank Guarantee/ Demand Draft issued by one of the Nationalized Banks as acceptable to the Department
- 30.4 The Performance security shall be in the Indian Rupees currencies of payment of the Contract, in accordance with their portions of the Contract Price.
- 30.5 Discharge of the Performance Security shall take place:  
State Project Directorate (RUSA)  
Higher Education Department, Madhya Pradesh  
Higher Education Department, Madhya Pradesh  
Satpura Bhavan, Wing – Kha, Ground Floor  
Bhopal (MP) 462004, India
- 30.6 In case, the Agency fails to submit Performance Security within the time stipulated, the Department at its discretion may cancel the Letter of Award issued to the Agency without giving any notice and may invoke the EMD of such Preferred Agency.
- 30.7 No interest will be payable to the tenderer on the Performance Security deposited with the Department
- 30.8 The amount of Performance Security as Security deposit shall be forfeited if the Agency abandons or fails to perform the contract at any time during the implementation Period. Further, if it is observed at any time during the Contract implementation/ execution & contract period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- 30.9 The amount of the performance security as security deposit shall be forfeited if the Agency fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract.

### **31 Release of performance security**



The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- 31.1 After successful completion of this project;
- 31.2 Payment of all the penalties; if any;
- 31.3 On production of clearance for all applicable dues, if any.
- 31.4 Signing of contract agreement.

## **32 Contract Agreement**

- 32.1 The Contract sets forth the detailed terms and conditions for grant of the contract to the successful Bidder, including the scope of the services and obligations.
- 32.2 Subsequent to Department issuing Letter of Award (LOA) to the Agency, the Agency shall execute the Contract Agreement with the Department within a period of Fifteen days from the date of issue of the Letter of Award subject to the condition that the Performance Security has been deposited by the Agency within the prescribed period.
- 32.3 The draft contract agreement is provided in the RFP.
- 32.4 Failure of the Agency to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Agency to be liquidated. The Agency will be liable to indemnify Department for any additional cost or expense, incurred on account of failure of the Agency to execute the Contract Agreement.
- 32.5 Notwithstanding anything to the contrary mentioned above, Department at its sole discretion shall have the right to extend the time lines for execution of Contract Agreement on the request of the Agency, provided the same is bona-fide.

## **33 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP**

Failure of the successful Bidder to agree with the Draft Contract Agreement and Terms & Conditions of the RFP within the timelines provided in the LOA shall constitute sufficient grounds for the annulment of the award, in which event Department shall forfeit the Earnest Money Deposit of the successful Bidder and may also invoke the performance bank guarantee of the successful Bidder.

## Section 2: ELIGIBILITY CRITERIA

The Department shall use the criteria and methodologies listed in this clause to determine the Technically responsive bid proposal. The Technically responsive bid proposal is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

### 34 Financial and legal Capability

The Bidder shall furnish documentary evidence that it meets the financial requirement(s) certificate to be issued by Chartered Accountant along with Audited Balance Sheet with this Tender that it meets the following financial requirement(s):

- 34.1 The Sole Bidder or in case of Consortium, the lead bidder should have an Minimum average annual turnover during last Three financial years ( FY2021-22, FY 2022-23, FY 2023-24) in **IT/ ITES project** from the date of Bid submission for **Rs 23.00 Crore** on the date of Bid submission. Bidder to submit certificate issued by Chartered Accountant with UDIN along with Audited Balance Sheet with this Tender.
- 34.2 Bidder or in case of Consortium (Lead bidder or other member) Financial Net worth shall be positive for the last financial year 2023-24 documentary evidence from Chartered Account to be provided.
- 34.3 The Bidder or in case of Consortium (Lead bidder or other member) should be a legally registered entity in India since last 5 (Five) years as on the date of submission of bid. Bidder to submit Documentary evidence of Registration along with the Bid proposal.

### 35 Experience

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- 35.1 The Bidder or in case of Consortium (Lead bidder or other member) must have an experience of executing one or more SI projects with any government body (Central or State) with a Purchase Order/ Work Orders/ Milestone Completion Certificate / experience certificate from the authorized signatories of combined total value as mentioned in the table below during the last 3 years preceding the date of submission of this bid. The projects should be System Integration projects involving Software implementation, manpower support etc. In case of ongoing project, the Go-live of the solution must have happened before the date of submission of bid.

A	Minimum Single Work Order Value in Rs <b>or</b>	Rs 4.00 Crore or more
B	Minimum Two Work Order, each Work order Value in Rs <b>or</b>	Rs 2.25 Crore or more
C	Minimum Three Work Order, each Work order Value in Rs	Rs 1.80 Crore or more

(a) Bidder to provide copy of the Contract /Work order along with Work completion Certificate from Client confirming the payments made towards the assignment.

- 35.2 The Bidder or in case of Consortium (Lead bidder or other member) must have executed at least 3 similar projects during past 3 years preceding the date of submission of this bid. The projects should be IT Implementation projects involving implementation of proposed solution (integrated end to end web-based solution) in any of the Public / State Department /Educational Institutions / in India. Of these 3 similar projects, **at least one should be in MP state**. The projects should be System Integration projects involving Software implementation, manpower support etc. In case of ongoing project, the Go-live of the solution must have happened before the date of submission of bid.

Bidder to submit substantiating works executed with Contracts Awarded and completion certificates from any of the Public / State Department /Educational Institutions / in India.

- 35.3 The Bidder or in case of Consortium (Lead bidder or other member), should have experience of providing IT Operation and Maintenance (O&M) Support. At least, one of the work order should have been issued, in last 5 years preceding the last date of submission of bid.
- 35.4 The Bidder or in case of Consortium (Lead bidder or other member), must have a valid – CMMI Level 3 or above certification and ISO 27001 certification as on the date of submission of the bid.
- 35.5 The Bidder or in case of Consortium (Lead bidder or other member) member should have minimum 250 full - time resources with IT/ITeS/ Software Development related skill set on its payroll as on 31st December 2024.
- 35.6 The Bidder or in case of Consortium (Lead bidder or other member) should have experience of executing at least one project of the proposed solution, wherein there are at least 1,00,000 registered students, during last 3 years.

- 35.7 The Bidder or in case of Consortium (Lead bidder or other member) should have experience of implementation of **at least 5 (Five) Projects** in any State Universities / College Level Educational Institutions / Research Institutions of similar Integrated end to end web based solutions across various Public / Private / State Department / College Level Educational Institutions / Research Institutions in India.
- 35.8 The Bidder or in case of Consortium (Lead bidder and other member) should be an Indian Company incorporated under the Companies Act 1956, The entity should have been in existence for a period of at least 10 years as on 31st Dec 2024 in the field of ERP especially in higher education department.

### 36 Other Evidences

- The Bidder shall furnish documentary evidence / undertakings along with the technical bid proposal.
- 36.1 The written confirmation of authorization to sign on behalf of the Bidder or in case of Consortium (Lead bidder or other member) shall consist of: Power of Attorney along with Board Resolutions if Company OR partnership agreement mention the authorized signature or if Proprietary confirming the Proprietary evidence the signatory of the Proposal to commit the Bidder.
- 36.2 The Bidder or in case of Consortium (Lead bidder and other member) should give a declaration on its letterhead that they have never been blacklisted/barred (temporary or permanent) and disqualified by any regulator/statutory body/public sector undertaking in India or internationally.
- 36.3 The Bidder or in case of Consortium (Lead bidder and other member) should provide registrations with PAN, valid GST Registration Certificate and to submit copy of GST Filing during the last 3 months in the prescribed forms,
- 36.4 The Bidder or in case of Consortium (Lead bidder and other member) members Bidder must submit their ITR for the last 3 years
- 36.5 Bidder or in case of Consortium (Lead bidder or other member) to provide the Project Plan and any other details pertaining to the SI Implementation, Resource deployment along with technical proposal.

- 36.6 In case, the Sole Bidder or in case of a Consortium, the Lead Bidder is not the Solution Provider, an Authorization Certificate from the OEM of Solution Provider should be submitted by the Sole Bidder or in case of a Consortium, the Lead Bidder Exclusive for this Tender Reference no. Certificate validity to be till the Validity of Bid including its Extension period.
- 36.7 Bidder or Consortium (Lead member and other member) member are required to note that the notifications issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Circular No F. No 6 /18/2019-PPD dated 23rd July2020 for land border clause is applicable for this Bid.
- 36.8 Bidder or Consortium (Lead member and other member) member are required to deploy adequate number of qualified manpower during the SI development and Implementation, resources deployment as per the scope of work mentioned in the Tender document and for training at all the colleges without any additional cost.
- 36.9 Bidder or Consortium (Lead member and other member) member to submit the undertaking on letter head mentioning the office location within MP State at the time of bid submission to provide any follow ups and discussions.
- 36.10 Bidder or Consortium (Lead member and other member) member to submit an undertaking on letter head by HR Head confirming the Manpower employed in the bidder organization along with the valid PF, ESIC and other statutory requirements.
- 36.11 Bidder or Consortium (Lead member and other member) member those are opting for exemptions as per MP SPR 2022 procurement rules to submit the undertaking in lieu of EMD/ Bid security the Bid security declaration as per format attached.
- 36.12 Bidder or Consortium (Lead member and other member) member, to mention the Product Catalogue of the Software solution similar to the proposed tender to be mentioned for which SPD /Committee can verify in the OEM website for this product
- 36.13 Bidder to submit the undertaking that no deviation certificate for Scope of Work, the Technical Specifications, and the Commercial Terms.
- 36.14 Bidder those are opting for exemptions as per MP SPR 2022 procurement rules to submit the undertaking in lieu of EMD/ Bid security the Bid security declaration as per format attached.

36.15 The Bidder to submit the valid ISO 9001 – 215 Quality Management System Certificate along with proposal.

36.16 In case Bidder is Consortium, the consortium agreement is to be submitted along with bid proposal.

### **37 Evaluation Criteria**

37.1 The Department shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Department shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

1. Preliminary Technically qualified bidders shall be informed to provide the **presentation** to confirm the proposal, understanding of the SPD requirement is exactly as per the Bid Requirements. Noncompliance to the presentation will be considered as Non-responsive Bid proposal. Non-attending to the presentation and in the presentation/Demonstration non-compliance will be considered as Non-responsive Technically proposal. No further communications will be entertained in this regard. Technically Nonresponsive bidders' Financial proposal will not be opened. and
2. the lowest evaluated unit cost.

37.2 In determining bidder that offer of the Technically Responsive and the total Financially lowest evaluated cost to the Department shall be judged as Eligible for Contract Award.

### **Section 3: GENERAL CONDITIONS**

This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

- 38 The bidder shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the project implementation and the consequential claim or claims shall be borne by the bidder who shall indemnify the Department in respect of any such claim or claims. The Agency of the Proposed items shall be liable to buy insurance against public liability.

#### **39 Proprietary Data**

- 39.1 All documents, reports and other information provided by Department or submitted by the Bidder to Department shall remain or become the property of the Department. The Bidder, as the case may be, are to treat all information as strictly confidential. Department will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to Department in relation to the project shall be the property of Department.
- 39.2 The Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Bidder shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Bidder do not use or disclose Department confidential or pre-existing proprietary information.

#### **40 Roles & responsibilities**

##### **40.1 Department**

Department agrees to observe, comply and perform the following:

- i. Department shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Agency within Department office and who would assist in the implementation of the Project and for

enabling the resolution of any issues that may arise in the implementation of the Project;

- ii. The College will provide the required space and power supply for setting up of kiosk/desk center inside the college premises/campus.
- iii. At the end of the Project Period, all rights given to the Agency shall be terminated automatically.
- iv. Department shall provide single window clearance, where Department has full control and jurisdiction, to the Agency for the purpose of this RFP document.

#### **40.2 Agency**

The Agency role, responsibilities and obligations relating to the Project are provided herein below:

- i. The bidder to provide the source code along with User ID and Password to the Department during the ongoing implementation and at the end of the project.
- ii. The bidder shall visit the department and may obtain necessary clarification, if any, regarding the same to his full satisfaction before project implementation.
- iii. The Agency will be responsible for all project implementation and maintenance/support work under this RFP document.
- iv. The Agency shall appoint one or more officers of suitable seniority in rank and tenure for the project to act as a Nodal officer & point of contact for Department within the Agency organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall communicated in writing by the Agency to Department within 15 (fifteen) working days from the agreement date.
- v. The Agency shall provide full assistance and cooperation at its own cost to Department to get all the necessary Applicable Clearances during the Term of this Agreement.



- vi. The Agency hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Agency shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which Department is carrying on the business nor shall the Agency use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
- vii. Nothing in this project will ever be construed as giving the Agency any right, title or interest in whatsoever in or to the Brand or giving the Agency or others permission to use the same or any colorable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of the Project Director, SPD. The Agency will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Agency as per this Agreement. The Agency will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Agency of the Brand outside the scope of this Agreement, without Department's prior written consent, will be an infringement and/or passing off of Department's right, title and interest in and to the Brand, and the Agency expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Agency will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and
- viii. The Agency shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- ix. The Agency shall be responsible for damage caused to the public/property at the time of Implementation/ installation: Department shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Agency shall be liable and responsible for any loss of life and / or physical harm/any other loss to the public or any other Agency including Government on account of negligence on the part of Agency in implementation period or warranty period.

- x. All physical assets created under this RFP, will become the property of Department s at the end of Contract Period or at termination of the Contract, whichever is earlier, and the Agency will not have any legal right on these assets.
- xi. At the end of the Project Period, the Agency has to hand over all physical assets belonging to Department in proper condition. In case of any deficiency noticed at the time of such handing over, the Agency has to get it rectified at his own cost within 3 days of such handing-over, otherwise, Department will get it rectified at the risk and cost of the Agency. Performance Security of Agency will be released only after successful handing over of the all physical assets in working condition to Department.
- xii. Any damage to other services arising due to installation or execution or repair or maintenance work by the Agency, shall have to be addressed by the Agency within 7 days and rectified maximum within 30 days. Beyond the specified tenure, Department may take disciplinary actions such as fine, termination, blacklisting or combination of all with forfeit of PBG.
- xiii. If circumstances for delay is beyond the control of the bidder which is acknowledged by the Department then competent authority may have right to take necessary decision in the matter. Disciplinary actions is subjected to the jurisdiction of Commissioner Higher Education, GoMP.

## **41 Payment terms**

**40.1** Bidder to collect the registration fee from students as per the financial proposal submitted and accepted by Department. All the registration Payment collected from Students shall be deposited in separate Bank account as per directions of Higher education Department.

## **42 Liquidated Damages (LD) for Delay**

SPD will impose the LD for the delay in Completion of the activities.

- a. Software development as per the Completion timelines @0.5% per week of delay at locations beyond the agreed contract period.

- b. Resources deployment at colleges penalties for non-deployment - Rs 1,00,000/- per college beyond 30 days of contract starting period, in case if exemption is not granted.
- c. LD is subjected to maximum of 5% of the Contract Value.
- d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

**Time Extension-**

Shall be given with the approvals of Executive committee/Competent Authority on case-to-case basis with / without imposing fine for Delay.

**43 Decision Authority:**

Commissioner, Higher Education is the decision Authority in all respects for the Pre-award and Post award

**44 Department, authority to recover the cost in case of any default**

- 44.1 If the Agency shall neglect or fail to do anything which he is required to do under the Provisions of the contract, the Department or any other authorized Person may serve a notice on the Agency asking him to do the things agreed upon as Aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the Agency without prejudice to any other rights, the Department may have on account of such default.
- 44.2 the Agency has to handover the complete project as per the scope of work, Bill of Quantities. In case of any damage/loss/mishandling observed, expenditure occurred there upon to make it in good condition would be deducted from the performance Security Deposit.

**45 Compliance to rules, regulations, instructions and statutory provisions**

- 45.1 It will be the responsibility of the Agency to ensure the compliance of all the instructions/provisions issued time to time by Department or Colleges or any other department of the M.P. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms and conditions of contract and action will be taken against the Agency as per provision of the contract.

45.2 Agency responsibility for public liability and against all claims, act losses , Insurance etc

45.3 The Agency shall indemnify the Department against all claims, actions, demands, losses, charges, and cost of expenses, which the Department has to incur, or which may occur on account of infringement of any of these conditions by the Agency or on any other account whatsoever. The Agency shall obtain a public liability policy of insurance in respect of Department allotted to him.

## **46 INDEMNITY**

46.1 Agency shall be required to indemnify the Department for the designated works under this RFP and activities against all actions, proceedings, claims, demands, costs, losses, damages and expenses, etc., which may be brought against, or made upon the Department which arise as a result of the Project.

46.2 The Agency shall always be responsible for any injury or damage caused or suffered by any person or property arising out of or related to the project and the consequential claim shall be borne by the Agency who will also indemnify and safeguard the Department in respect of any such claim or claims.

## **47 Termination of contract on breach**

### **47.1 By department**

The Department may, by not less than 30 (Thirty ) days' written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- i. the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 30 (Thirty ) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
- ii. the Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;

- iv. the Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the Bidder knows to be false;
- v. any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;  
as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or  
the Department, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- xiv. It is further agreed that the Agency shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Department shall give notice calling upon the Agency to rectify/remedy the breach, to satisfy the Department about there being no breach and satisfy the Department within a period of 30 days from the date of notice otherwise the Department shall be entitled to terminate the agreement without giving any further notice and in that event the Department shall be entitled to recover all its dues which can be adjusted from the dues of Agency if any found due to him.

#### **47.2 By Agency**

- i. The Bidder may, by not less than 30 (Thirty) days' written notice to the Department, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
- ii. The Department fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute pursuant to Clauses of this RFP hereof within 30 (Thirty) days after receiving written notice from the Bidder that such payment is overdue;
- iii. the Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30(Thirty) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Department of the Bidder's notice specifying such breach;
- iv. as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or

- v. the Department fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

#### **48 Acceptance / rejection of tender.**

The Commissioner, Higher Education reserves the right to accept or reject any tender without assigning any reason(s).

#### **49 Jurisdiction of court**

The courts located in Bhopal (M.P) only shall have Jurisdiction to try and decide the matter / dispute between the parties.

#### **50 Entire agreement**

50.1 The Agency will have to enter into an agreement with the Department for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by Department. Such tenderer shall have to furnish non-judicial stamp paper Rs.500/- issued by within ten days from the date of issue of offer letter.

50.2 An Contract Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.

50.3 All documents submit by Agency at the time of Tender will be the part of Contract Agreement.

50.4 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Bidder arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

50.5 Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

#### **51 Force majeure**

## 51.1 DEFINITION

For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

51.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

51.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 51.4 No breach of agreement under Force majeure

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

## 51.5 Measures to be taken

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 51.6 Extension of time due to Force Majeure

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 51.7 PAYMENTS due to Force Majeure

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 51.8 CONSULTATION

Not later than 30 (thirty) days after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 52 DISPUTES

- a. If any dispute or difference or claims of any kind arises between the Parties in connection with implementation/ execution, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract Agreement for the development of project on turnkey basis , or the rights, duties or liabilities of any Party under the Contract Agreement, whether before or after the termination of the Contract Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage.
- b. The Project Director, SPD shall chair the Dispute Settlement Committee. The authorized representative of the Agency will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Additional Chief Secretary, Higher Education, Government of Madhya Pradesh ,whose decision in this regard shall be final and binding on both the Parties.



- c.** The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Agency of its liability to continue make the payment as stipulated in the Contract Agreement.

## Section 4: Bidding Forms

### A. Letter of Bid – Technical Part

(To be submitted by Bidder on Company letter head )

Date of this Bid submission: *[insert date (as day, month, and year) of Bid submission]*

RFP No.: *[insert number of Bidding process]*

Request for Proposal details : *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:

State Project Directorate (RUSA)  
Higher Education Department, Madhya Pradesh  
Wing Kha, Ground Floor, Satpura Bhawan  
Bhopal (MP), India  
E-mail: spdmpwb@gmail.com

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

53 the Technical Part, and

54 the Financial Part

In submitting our Bid, we make the following declarations:

- No reservations: We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders
- Eligibility: We meet the eligibility requirements and have no conflict of interest in submitting the bid proposal
- Bid/Proposal-Securing Declaration: We have not been suspended nor declared ineligible by the Department based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Department 's country.
- Conformity: We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the RFP .
- Bid Validity Period: Our Bid shall be valid for the period specified in RFP (as amended, if applicable) from the date fixed for the Bid submission deadline specified and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;

- Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document.
- One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) or as a subAgency, and meet the requirements;
- Suspension and Debarment: We, along with any of our subAgencys, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any of Sate Govt. /Central Govt. / Public sector undertakings.
- State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution ].
- Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive; and
- Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption

Name of the Bidder: \*[insert complete name of Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \*\* [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

**B. Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid submission]*

RF P No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's registration: <i>[insert actual of registration]</i>
3. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Address in registration: <i>[insert Bidder's legal address of registration]</i>
5. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Mobile/Fax numbers: <i>[insert Authorized Representative's telephone/Mobile / fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above,  <input type="checkbox"/> In case of state-owned enterprise or institution, documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Department</li> </ul>
7. Included are the organizational chart, a list of Board of Directors,

### **C. Price Schedule Forms**

The Bidder shall fill in Price Schedule forms in accordance with the e portal BOQ format and submit online. Prices quoted shall be inclusive of Taxes, duties , including GST, and on door delivery basis at the Consignee locations provided at Section 7

Indicative financial proposal Format is attached for information to bidders at Section 9. (Financial shall be uploaded online on [mptender.gov.in](http://mptender.gov.in))

### **D. Form of Bid Security**

E-portal online payment

(Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead]*

Beneficiary: *[Department to insert its name and address]*

RFP No.: *[Department to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, \ (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

*Name:*

*Designation:*

*Employee ID No:*

*Bank E mail id:*

*Employee e mail ID*

*Phone No:*

*Bank IFSC code:*

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

**F. AFFIDAVIT FOR NO BANNING / BLACKLISTING / DELISTING**

(TO BE EXECUTED ON COMPANY LETTER HEAD )

Name of the Bidder –

Tender No. –

Tender Issuing Authority of SPD, DHE, Madhya Pradesh

1. It is to declare that on the date of bid submission i.e. (indicate date) ..... We  
(Name of the Bidder/Company) are not banned/blacklisted/delisted by any of the  
Central/State Departments/PSUs/ Government of Madhya Pradesh for any reason and  
nothing have been concealed in this regard.
2. I/We hereby further declare that none of my/our sister-concern/group/partnership  
concerns/associate concerns are participating in this tender.

Place:

Date:

Yours faithfully,

Signature of the bidder with seal

(This form shall be duly filled-up and signed by the bidder and to be uploaded on e- tender website  
& the physical copy of the same is to be submitted after opening of the tender.)

### **G. FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY**

(To be executed on the Bidder's Letter Head)

I/We .....(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the Tender for .....(Insert Title of the Tender) -----(Tender No.....), thereby fully accepting that I/We will be suspended and shall not be eligible to participate in the Tenders invited by Department of Higher Education, Government of Madhya Pradesh , for a period of Two years from the date of such Suspension Orders, under the following circumstances:-

1. If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
2. If during the presentation/demonstration mentioned in the RFP bidder failed to present the services to buyer as per bid specifications.
3. If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal



## **H. No Deviations from Terms and Conditions of Bid Document**

(To be furnished on Company letterhead of the Bidder)

To:

[Client Name]

[Address]

Dear Sirs,

With reference to above, this is to confirm that, I/We .....(Insert Name and Address of Bidder) am/are submitting this undertaking of No Deviations from Terms and Conditions of Bid Document for the Tender .....(Insert Title of the Tender) -----(Tender No.....). We have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. In the event of observance of any deviation in any part of our offer later whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Seal and Signature of the Bidder)

Date: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Address and Contact: \_\_\_\_\_



## CONSORTIUM AGREEMENT

This Memorandum of Agreement ("MOA") is entered into this ..... day of ....., 2024 by and between the concerned organizations mentioned below.

This agreement is acceptable and binding to all three parties in concern.

..... a company under Companies Act, 1956 having its registered office at ....., herein after referred to as "LEAD MEMBER" which expression shall unless repugnant to the subject or context thereof in the CONSORTIUM AGREEMENT includes its successors in interest and permitted assigns of the First Part.

**AND**

....., a company under Companies Act, 1956 having its registered office at ....., herein after referred to as "Consortium Partner 1" which expression shall unless repugnant to the subject or context thereof in the CONSORTIUM AGREEMENT, its successors in interest and permitted assigns of the Second Part

**AND**

....., a company under Companies Act, 1956 having its registered office at ....., herein after referred to as "Consortium Partner 2" which expression shall unless repugnant to the subject or context thereof in the CONSORTIUM AGREEMENT, its successors in interest and permitted assigns of the Third Part

**WHEREAS**

All the above parties have agreed to bid in consortium for upcoming projects in MP for of implementation .....(name of the project).

Now, This **CONSORTIUM AGREEMENT** witnessed as below:

### **ARTICLE 1: MOA FRAMEWORK**

1. Purpose: The purpose of this MOA is to establish the general terms and conditions applicable to this MOA.
2. Agreement: This MOA is intended to serve as a framework for the, provision of Services under one or more Statement of Works. Consortium Partners shall only be obligated to provide those services specifically agreed to under an executed Statement of Work. The Services may be performed by Consortium Partners by engaging its employees, contractors, or employees/contractors of its Affiliates through its offshore development center or at Lead

bidder sites or customer's site on such terms as may be agreed commercially in the applicable Statement of Work.

3. Statement of Works: Unless otherwise agreed by Lead bidder & Consortium Partners, Consortium shall be the service provider for **RFB No:.....**, and Lead bidder shall purchase from Consortium Partners, company requirements for the service described in relevant-statement of work covering Lead bidder & Consortium Partners shall enter into one or more Statement of Works covering Lead bidder service requirements.
4. The Statement of Works shall reference and incorporate this Agreement, and the terms and conditions set forth in this Agreement shall govern Consortium Partner's provision of services there under. No Project will be undertaken without a Statement of Work executed by each Party in writing. Each Statement of Work together with this Agreement shall constitute a distinct contract enforceable according to its terms.

#### **ARTICLE 2: DEFINITIONS AND INTERPRETATIONS**

In this Agreement-unless the context otherwise requires:

- a. References to Parties, schedules, clauses, paragraphs or appendices are references to Parties, schedules, clauses, paragraphs or appendices of this Agreement;
- b. Words denoting the singular number only shall include the plural number also and vice versa;
- c. References to the masculine include the feminine and the neuter;
- d. Words denoting persons only shall include corporations, partnerships and unincorporated associations;
- e. References to any party shall, 'where relevant, be deemed to be references to or to Include as appropriate, their respective successors or permitted assigns;
- f. Headings have been included for convenience only and shall not be used in construing any provision herein,
- g. References to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended from time to time.

#### **ARTICLE 3: TERM**

This Agreement shall come into effect from the date of execution of this Agreement and shall remain in force, for a period of five years from the Effective Date, which period shall be automatically extended for a period of one year each time, subject to earlier termination in accordance with this Agreement.

#### **ARTICLE 4: PROJECT ADMINISTRATION**

1. Single Point of Contact (SPOC): Each Party shall designate one of its employees or authorized

representatives to be the SPOC for each of the Statements of Work. Each Party shall authorize its SPOC to act on behalf of that Party on all matters in relation to the relevant Statement of Work. Each Party shall notify the other in writing at least 15 (fifteen) Business Days in advance of any replacement of a SPOC.

2. Co-ordination: The SPOC for each Statement of Work shall converse/meet as often as required to review the status of the Statement of Work.

#### **ARTICLE 5: CONFIDENTIALITY**

- a. All written, digital and oral information communicated by one party to another shall be held in strict confidence by both parties and be used only for purposes of this Agreement. No such information including the provisions of this Agreement shall be disclosed by the recipient without the prior written consent of the other party, except as required by law or to comply with any regulatory or similar requirement. If either party is required to disclose any Confidential Information of the other party under law, the party so required shall notify the other party immediately and shall co-operate in seeking a reasonable protective order. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the disclosing party, shall constitute Confidential Information if the disclosing party, within two (2) days after such disclosure, delivers to the recipient a written document or documents describing such proprietary or Confidential Information and referencing the place and date of such oral or visual disclosure and the names of the employees or officers of the recipient to whom such disclosure was made.
- b. The Article 8 shall not apply to information which is (i) in the public domain, (ii) already [known to the recipient prior to receipt of such information from the disclosing party, (iii) developed independently by the recipient without the benefit of any Confidential Information of the disclosing party, (iv) received from a third party without similar restriction and without breach of this Agreement or a similar agreement, or (v) the information is disclosed to the receiving party after the disclosing party's receipt of the receiving party's written notice that it will not accept further disclosures of Confidential Information.
- c. Notwithstanding any provision of this Article 8 to the contrary, a party may disclose any Confidential Information of the other to the extent required by applicable law only if, prior to the disclosure, such party (a) delivers to other notice to such effect promptly after receipt of a request for disclosure and (b) takes reasonable actions, and provides reasonable assistance to the other party, to secure confidential treatment of the Confidential Information by a protective order or otherwise.

#### **ARTICLE 6: REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants that:

- a. It is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of organization;
- b. It is qualified to do business and in good standing in every jurisdiction where such qualification

is required;

- c. It has the corporate power and authority to negotiate, execute, deliver and perform its obligations under this Agreement;
- d. The Services to be performed and the payments to be made hereunder shall reasonably conform to" the requirements of the Parties, including those expressly set out in the Statement of Work: Except for the warranties specifically granted herein, each Party specifically excludes all other warranties, express or implied, including without limitation warranties of merchantability or fitness for purpose.

#### **ARTICLE 7: NOTICE**

- a. All notices that are required or may be given pursuant to this Agreement must be in writing and delivered personally or by a recognized courier service or by a recognized overnight delivery Service, or by registered or certified mail, postage prepaid, to the parties.
- b. Any such notice or other communication will be deemed to have been given and received (whether actually received or not) on the day it is personally delivered or delivered by courier or overnight delivery service or if sent by tele-fax or, mailed, when actually received on the addresses stated below:
  - i. ....Address and contact details of Lead Bidder
  - ii. ....Address and contact details of Consortium Partner 1
  - iii. ....Address and contact details of Consortium Partner 2

#### **ARTICLE 8: TERMS OF PAYMENT AND CONTRACT PRICE**

- i. Lead bidder will submit bills/invoices along with all supporting documents etc, as required under the contract with MP Higher education department. On behalf of the Lead bidder, Consortium Partner 1 & Consortium Partner 2, Payment shall be received in Escrow Account alone from Department and payment so received shall be released to other consortium partners as agreed upon mutually.
- ii. TDS of income Tax shall be borne by each party of its share.

#### **ARTICLE9: RESPONSIBILITY MATRIX**

SL.	Activity	Lead Bidder	Consortium Partner 1	Consortium Partner 2

In witness whereof, the parties here to have executed this Agreement as of date first above written.

On Behalf of <b>Lead Member</b>	On Behalf of <b>Consortium Partner 1</b>	On Behalf of <b>Consortium Partner 2</b>
(Authorized Signatory)	(Authorized Signatory)	(Authorized Signatory)

<b>Witness 1</b>	<b>Witness 2</b>
Name	Name
Signature	Signature
Mobile Number	Mobile Number
Address	Address

X-X

## Section- 5 - Schedule of Requirements

Scope of work for the development of Student Registration Software. The system aims to streamline administrative processes, enhance student registration experiences, and improve overall efficiency in managing educational institutions. With the following objectives:

- a. Create a user-friendly Student Registration Software to simplify the enrolment process.
- b. Ensure scalability, security, and customization options to meet the specific needs of educational institutions.
- c. Providing 5 Technical manpower in the call centre to be established during time of admission (2 months before start of admission process and 2 months after the last date of application) each at all locations for overall coordination and student support. Time of deputation might increase or decrease at sole discretion of the authority.
- d. Approximate 5 lakh students apply each year.
- e. However 1 Team leader and 1 technical manpower would be required to be stationed through out the year for coordination, customization and understanding of the process.

### Student Registration Software:

- a. Enrollment and Admission Management: Allows administrators to manage the process of student admissions, including enrollment forms, documentation, and admission status tracking, admission approval and admit card generation.
- b. Online Registration: User-friendly interface for students to apply for courses.
- c. Document Upload: Facility for uploading required documents during registration.
- d. level Online approval system
- e. Automated Rule based seat , course and college allocation
- f. Application Tracking: Track the status of application submissions.
- g. Payment Gateway Integration: Secure online payment processing for registration fees.
- h. Automated Notifications: Email/SMS notifications for application status updates.
- i. Reporting: Generate reports on registration statistics and trends.
- j. Communication and Collaboration: Provides communication tools such as messaging systems, announcements, discussion forums, and virtual classrooms to facilitate interaction between students, teachers, and parents.
- k. Fee Management: Manages student fees, including invoicing, fee payment tracking, fine management, and generating financial reports.
- l. Analytics and Reporting: Provides insights into student performance, attendance trends, fee collection, and other key metrics through customizable reports and analytics tools.
- m. User Access Control and Security: Ensures data security and privacy by implementing role-based access controls, authentication mechanisms, and data encryption.
- n. Mobile Accessibility: Offers mobile-friendly interfaces or dedicated mobile apps to enable access to essential features from smartphones and tablets.



- o. Integrate with department and other departments software.

## Detailed Specifications

### A. Admission Management

Department/Department creates the Application form online. Candidate will fill the form online and submit the fee online or by bank. Software will scrutinize the applications on the basis of admission rule defined in eligibility criteria and allocate centers/colleges to the selected candidates.

#### Features:

- I. Upload/download of application forms online.
- II. Online application form filling.
- III. Online Enquiry & application submission.
- IV. On-line Registration.
- V. Online payment processing.
- VI. Defining rules of eligibility criteria.
- VII. Flow based short listing of Candidates.
- VIII. Online Result Generation.
- IX. Rule based College and Course allocation
- X. Publishing list of short listed candidates.
- XI. Student Registration.
- XII. Enrolment and roll number generation.
- XIII. Configurable Enrolment Number Generation.

### B. Registration Master

- I. Students could create their logins and all the information regarding their application, including its status should be made available in student dashboard itself.
- II. Samagra based login, API to be provided by the Department.
- III. Academics Management: After the Pre-Admission process, student will submit his/her admission fee. The, Department will upgrade the status of the student as “Approved” in the database with relevant details of the College, Degree Programs and courses. After admission, Department will manage ID Card, Time Table and Course.
- IV. Any Government fees as decided by the authority that needs to be collected by the portal from the students must be debited directly to the account of Government as informed to the service provider in writing. Any payment gateway charges or sms charges would be borne by the government.

### C. Students Scholarship:

- a. By this module students can apply for following Scholarship which is running by Higher Education Department.
  - i. Gaon ki beti

- ii. Pratibha kiran
  - iii. Videsh adhyan
  - iv. Ekikrat Chhatravatti
  - v. PHD Scholarship
- b. Development of any new scholarship module which will be introduce by Government for Higher education in future.

**D. Fee Management:**

- i. This module is very useful to simplify whole fees processing system both for students and administrators. A **Department** takes different types of fees (Fee Heads) e.g. Tuition Fees, Campus Development Fees, Activity Fees etc. Along with the fees, **Department** takes some sort of Deposit Amount from the student as a security deposit which at the end of the study refunded.
- ii. Fees Management Module of is completely managed on the base of the fee scheme (Fee Taking Policy) prepared by authenticate user/admin. So clerical staff need not to remember each and every head and amount for the student. This module will identify student and same fees will be reflected on the screen. The system will identify the student, his current status, his fees history and on the basis of the Fee History records it will calculate the payable amount automatically. Hence the decision making at clerical end is eliminated. **Department** need not to worry about old records too. Any kind of old record which is inserted in the system can be generated through reports at any time in future. **Department** can get the fees amount ONLINE via Payment Gateway. Through the available reports Administration can get a bigger picture of the organization and judge the income. In this way, the decision making need to reform will become faster.
- iii. This module will also be linked to Financial Accounting module. Features:
  - a. Student Daily Fee Collection
  - b. Head Wise Fee Report
  - c. Pending Fee Report
  - d. Duplicate Fee Receipts generated
  - e. Total Fees Collected Report
  - f. Head wise Summary Report
  - g. Program/Course wise Head Summary Report
  - h. Fee register
  - i. Other customized report.
- iv. This module can easily be integrated with bank's Payment Gateway. In this way, **Department** will get the fees collected over the internet via Net Banking, Credit Card, Debit Card or Fund Transfer.

### **Manpower Deployment:**

In case the department requires the agency to provide resources then the agency should deploy the resources within 1 month of receiving such in writing. Deployed Resources should be Graduate with minimum 3 years of experience into Computer software implementation and support They should be well trained in the Software developed by the service provider and should be capable to train the staff and users and should be able to handle & resolve complaints.

## **LICENSE & HARDWARE**

- 1 Lifetime perpetual License should be given.
- 2 The software should support Teacher-led & Self-study Modes.
- 3 The software should enable Data Security, Back-up & Easy Recovery.
- 4 The software should support windows/Linux/Cloud Server/ user or tablets and also support ANDROID & IOS.
- 5 Software must provide LSRW activities
- 6 Electronic documentation for a system user guide and for the system technology.
- 7 End-user training to the teachers.
- 8 Scalability: Ability to handle a large volume of user data
- 9 Integration: with department portals and other departments software.
- 10 Lifetime Security Audit.
- 11 Operation and maintenance of software will be free of cost by the agency for 5 Years and after 5 years it can be extended.
- 12 No other cost will be given for any Modification and Enhancement during the development of software.

### **STUDENT REGISTRATION-**

Successful Bidder to set up the Student Registration Desk/ Kiosk Facility along with all the required infra within the College Campus/ premises without any additional cost to the Department. Only Commissioner, Department of Higher Education, MP may provide the exemption for the above on the case basis, if required for the same.

## **In the Scope of College**

- 1 To support in customization by providing exact requirements and properly defining Software Requirement Specifications.
- 2 To provide Server storage Space for Data Repository.

### **1. Duration**

The software for Student registration and implementation of the proposed solution shall be completed within the specified period from the date of award of the contract. Implementation schedule includes the following activities

<b>SL No</b>	<b>Deliverable/ Milestone</b>	<b>Delivery Schedule in weeks (T=Date of signing of contract)</b>
<b>PROJECT PREPARATION</b>		
1.	Submission and Validation of FRS	T+1 week
2.	Updation of Project Implementation Plan	T+2 week
<b>BUSINESS BLUEPRINT</b>		
3.	Submission of Draft FDD requirement specification	T+ 3 week
4.	Training Requirement Report (for all the End Users)	T+ 3 week
5.	Change Management Requirement and Strategy Report	T+ 3 week
6.	Training Curriculum (for all the End Users)	T+ 3 week
7.	Data Migration methodology report, Master Data Structures and Templates	T+ 4 week
8.	Customization Requirement Report	T+4 week
<b>REALIZATION</b>		
9.	Configuration, customization and integration of final solution	T+6 week
10.	Design Documents	T+6 week
11.	Testing, security audit and UAT	T+7 week
12.	Pilot rollout 10 Colleges registration	T+8 week
13.	Go-Live (D)	T+10 week
<b>FINAL PREPARATION</b>		
14.	System and User Manuals a) Software Manual b) Final User Manuals and System Manual	D+1 (One )
15.	Back Up Strategy and Disaster Recovery Plan	T+11 week



## Section 6: Contract Forms

### Letter of Acceptance

**Sub:** Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department.-regarding

Letter of Award

*[letterhead paper of the Department ]*

State Project Directorate (RUSA)  
Higher Education Department  
192, AVN Tower, Mezzanine Floor  
M P Nagar, Zone 1, Bhopal (MP), India  
E-mail : [spdmpwb@gmail.com](mailto:spdmpwb@gmail.com)

letter no. /SPD/RUSA/RFP/2023

Bhopal , date :

To.

**Agency name**

**Sub: Letter of Award** -Procurement of setting up of (Procurement details to be filled by Department ) or on turnkey basis-regarding

Ref: 1. SPD Tender ref No: and mp tender ref No: with Bid Submission date as  
2. Your Bid submission through mp tender.gov.in

This is to notify you that your bid as referred above for execution of the “ Supply, Installation, Testing and Commissioning of (**Procurement details to be filled by Department** ), “ for the accepted contract amount, in accordance with the Instructions to bidders is hereby accepted by us is as follows.

Procurement details	No of Colleges	Unit value per college including all Taxes, duties and GST IN Rs	Total value for (no. to be completed by Department ) colleges including all Taxes, duties and GST IN Rs
Supply, Installation ,Testing and Commissioning of <b>(Procurement details to be filled by Department )</b>			
Rupees			

1. This letter of acceptance is in accordance with the General Conditions of Contract (GCC), Special Terms and conditions as available in the Request for Bid document.
2. Contract Period: 24 months from the date of Contract Signing or issue of the Notice to proceed letter which ever later
3. SPD will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, as per following:
4. SPD will impose the LD for the delay in Completion of the activities-
  - a. Software development as per the Completion timelines @0.5% per week of delay at locations beyond the agreed contract period.
  - b. Resources deployment penalties - Rs 2,00,000/- per resources beyond 30 days of contract starting period.
  - c. LD is subjected to maximum of 5% of the Contract Value.
  - d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

Please acknowledge the receipt of the Letter of Acceptance (LoA) along with the price schedule duly signed, stamped as Unconditional Acceptance of the LoA

With regards

**Commissioner and Project Director  
Higher Education Department**

1. Format for Contract Agreement , Performance Security- Bank Guarantee
2. Price Schedule



## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

*THIS AGREEMENT made the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].*

### *BETWEEN*

- (1) [ insert complete name of Department ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Department }, and having its principal place of business at [ insert address of Department ] (hereinafter called “the Department”), of the one part, and*
- (2) [ insert name of Supplier ], a corporation incorporated under the laws of and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”), of the other part :*

*WHEREAS the Department invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services*

*The Department and the Supplier agree as follows:*

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.*
  - 3. the Letter of Acceptance*
  - 4. Letter of Bid - Technical Part*
  - 5. Letter of Bid - Financial Part*
  - 6. the Addenda Nos. \_\_\_\_\_ (if any)*
  - 7. Special Conditions of Contract*
  - 8. General Conditions of Contract*
  - 9. the Specification (including Schedule of Requirements and Technical Specifications)*

*10.the completed Schedules (including Price Schedules)*

*11.any other document listed in GCC as forming part of the Contract*

3. *In consideration of the payments to be made by the Department to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Department to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.*
4. *The Department hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

5. Contract Period: 24 months from the date of Contract Signing or issue of the Notice to proceed letter which ever later

Contract Price is for Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department. is as follows:

<i>Procurement details</i>	<i>Unit value for Development including all Taxes, duties and GST IN Rs</i>	<i>Unit value for comprehensive Maintenance and support including all Taxes, duties and GST IN Rs</i>	<i>Total value for development and Maintenance including all Taxes, duties and GST IN Rs</i>
Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Department.			

6. *Period of Completion is 24 months from the date contract Signing.*
7. *SPD will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, as per following:*

8. SPD will impose the LD for the delay in Completion of the activities-

- a. Software development as per the Completion timelines @0.5% per week of delay at locations beyond the agreed contract period.
- b. Resources deployment penalties - Rs 2,00,000/- per resources beyond 30 days of contract starting period.
- c. LD is subjected to maximum of 5% of the Contract Value.
- d. However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

*IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of Madhya Pradesh on the day, month and year indicated above.*

***For and on behalf of the Department:***

*Signed: [insert signature]*

*in the capacity of [insert title or other appropriate designation]*

*in the presence of [insert identification of official witness]*

***For and on behalf of the Supplier:***

*Signed: [insert signature of authorized representative(s) of the Supplier]*

*in the capacity of [insert title or other appropriate designation]*

*in the presence of [insert identification of official witness]*

## **Performance Security / Operational Security**

### **Bank Guarantee**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead , IFSC code]*

**Beneficiary:** *[insert name and Address of Department]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

*We have been informed that \_ [insert name of Supplier] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of \_ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").*

*Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.*

*At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (\_\_\_\_\_) [insert amount in words],<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.*

*This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.*

*This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.*

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*[signature(s)]*

*Name of the Signatory*

*Designation*

*Employee No:*

*IFSC Code*

*Contact No :*

*Address of the bank*

*E-Mail*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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<sup>1</sup>        *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated in the currency of the Contract.*

<sup>2</sup>        *Insert the date Sixty days after the expected completion date of warranty period as describe"*

## Section 7.

### Price Schedule : Indicative financial proposal Format is for information to bidders

Name of Work: Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Education						
Contract No: 72/SPDRFB/2023-24/ Student Registration Software Retender						
Name of the Bidder / Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
[ This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only]						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Unit rate inclusive of all duties , Taxes and including GST In Figures To be entered by the	TOTAL AMOUNT inclusive of all duties , Taxes and including GST In Figures in Rs P	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of Higher Education					
1.1	Registration Charges per student	1	No		0.000	INR Zero Only
<b>Total in Figures</b>					<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			