



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 agency 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/2024-25/18

dated 25th October 2024

**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/2024-25/18

dated 25th October 2024

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 agency 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	29 th October 2024 at 16:15 Hours
2	Opening of Bid response packet of EOIs	29 th October 2024 at 16:45 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)
5	Tender Fees & Processing Fees	Rs. 21534/- (Rupees Twenty One Thousand Five Hundred Thirty Four 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
Contact: +91-9004444107

Level:2 Contact: Sh. Pavan Kumar Bhargava
Position: ED/TM/Bhopal
Email: 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 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.

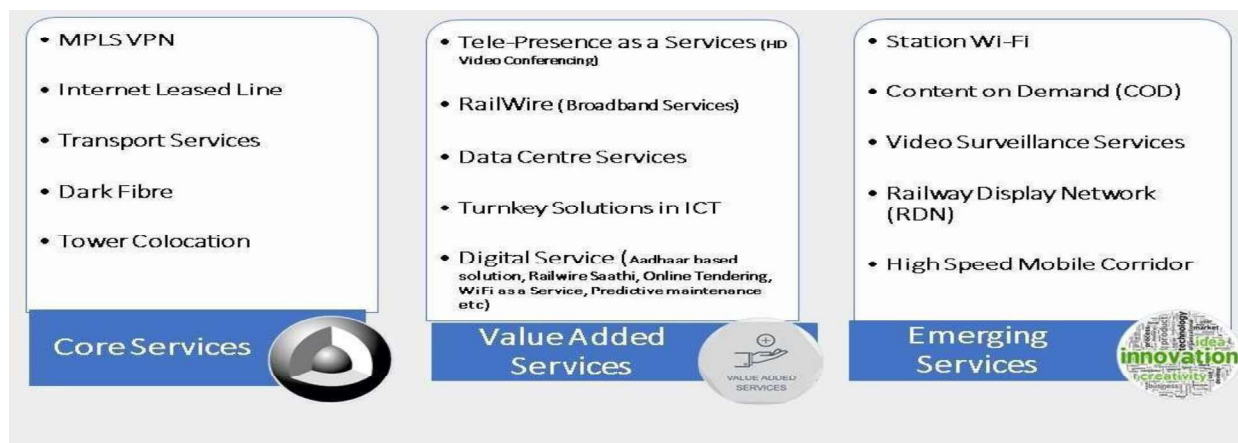
RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon 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 agency 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 agency 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.

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
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
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 Sole Bidder or, in case of a Consortium, the Lead Bidder of Consortium must have an average annual turnover of Rs. 20 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 Sole Bidder or, in case of a Consortium, the Lead Bidder of Consortium must have a positive Net Worth as on 31st March 2023	Certificate from the Chartered Accountant, clearly stating the Net Worth
4	The Sole Bidder or, in case of a Consortium, the Lead Bidder or the Consortium Partner, 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 Sole Bidder or in case of a Consortium, the Lead bidder should have minimum 250 full - time resources with IT/ITeS/ Software Development related skill set on its payroll as on 31 st March 2024	A self-certified letter signed by the Authorized Signatory of the Bidder
6	The Sole Bidder or in case of a Consortium, any member of the consortium must have an experience of executing one or more SI projects with any government body (Central or State) with a single project total value of Rs. 5 Crores 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	Purchase Order/ Work Orders/ Milestone Completion Certificate / experience certificate from the authorized signatories

7	The Sole Bidder or in case of consortium, any member of the consortium should have experience of executing at least 5 consolidated project of the proposed solution, wherein there are at least 100000 (cumulative) 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 should have experience of executing at least 15 educational institutions of which at least 5 should be in Central/State government.	Purchase Order/ Work Orders/ Milestone completion Certificate / experience certificate from the authorized signatories
9	The Sole Bidder or in case of a Consortium, any of the members, must have executed at least 3 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. Of these at least one should be in MP	Purchase Order/ Work Orders/ Milestone completion Certificate / experience certificate from the authorized signatories
10	The OEM should have the valid IPR document of the proposed product.	Documentary proof of IPR
11	The Sole bidder or in case of Consortium, the Lead Bidder and the Consortium Partner 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
12	The Sole Bidder or in case of consortium 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
13	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)

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

1. Submit the tender document after the date mentioned in advertisement.
2. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
3. Submit the tender document, which is not accompanied by the required documents or is non-responsive.
4. Failed to provide any clarifications related thereto.
5. 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.
6. The successful bidder is not allowed to sub-lease the assigned spaces.
7. Violates any other condition mentioned herein before/herein after.
8. If any such information which would have entitled Company to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, Company reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
9. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
10. Where the bidder has been declared as defaulter or blacklisted by Company before the date of opening of techno commercial Bid.

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	Annexures	
1	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2	Annexure 2	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	Annexure 3	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	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
5	Annexure-5	Non-disclosure agreement with RailTel.
6	Annexure-6	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
7	Annexure-7	Power of Attorney or Board Resolution in favor of one of its employees who will sign the Bid Documents.
8	Additional Documents to be Submitted	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. 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 Price bid as per the format of the DHE Tender



DEPARTMENT OF HIGHER EDUCATION

GOVERNMENT OF MADHYA PRADESH

Request for Bid (RFB)
(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/WB/RFP/2024/Student registration Software

Issued on: September 2024

State Project Directorate (RUSA)
Higher Education Department, Madhya Pradesh 192, AVN Tower, Mezzanine Floor
M P Nagar, Zone 1, Bhopal (MP), India E-mail: 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, and Adopted through e-procurement

Tender reference	72/SPD/WB/RFP/2024/Student registration Software
Period of sale of Tender documents starting and End dates	28/09/2024 to 24/10/2024\
Pre-Bid Meeting	08/10/2024, 12:00 hours
Date for Start of submission of Tender Document	14/10/2024, 17:00 hours
Last date for submission of Tender Document online	24/10/2024, 12:00 hours
Time & Date of Opening of Technical Proposal of the Tender	25/10/2024, 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,
	192, AVN Tower, Mezzanine Floor
	M P Nagar, Zone 1, Bhopal (MP), 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. http://www.highereducation.mp.gov.in
Bid validity Period	180 days from the date of bid submission
Bid security (Earnest Money Deposit)	15,00,000/-
Selection Criteria	Least Cost Selection (LCS), firm will be selected

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 Education under Department of Higher Education, Madhya Pradesh

RFB Reference No.:/SPD/RFB/2023-24/ Student Registration Software

1. The Project Director, State project Directorate (SPD), Department of higher Education (DHE) Government of Madhya Pradesh intends for the Procurement of Goods/Services for Selection of agency for for Developing, Commissioning, Operating & Maintaining Student Registration Software under Department of Higher Education, Madhya Pradesh.
2. The State Project Directorate, Department of Higher Education (DHE), now invites Online Bids from eligible Bidders for Procurement of Goods/Service for Selection of agency .
3. Bidding will be conducted through <https://mptenders.gov.in/> Portal through National competitive procurement using a Request for Bid (RFB).
4. 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. The method of payment will be online in the Web site: <https://mptenders.gov.in/> .
5. mptenders.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.
6. 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.
7. Bidders must upload their bid documents through online mode only on the portal <https://mptenders.gov.in/> Bidders must submit the document fee, processing fee amount Online only.
8. 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.

S.NO	Description	EMD Amount to be paid Online	Non Refundable Tender Document fee (in Rs)	Period of Completion
1	Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of higher Education under Department of Higher Education, Madhya Pradesh	15,00,000/-	20,000/-	6 months for Implementation of software

9. 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 Demand Draft or in the form of Bank guarantee in favor of "Pariyojana Sanchalak RUSA, Payable at Bhopal" or in the form of Bank Guarantee. Bidder to submit Bid security in the form of copy of the DD 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
10. 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.
11. All prospect Bidders including MSME registered in any State / UT / GoI are allowed to participate. However, EMD 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.
12. Any further corrigendum/ addendum shall be uploaded on the e-procurement portal website: <https://mptenders.gov.in/>.
13. MP Procurement rules 2022 are applicable for this Tender.
14. 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/>.
15. 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 processing fee to MP Tender e portal 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 processing fee. If the bidder fails to submit the processing 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.
16. For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website <https://mptenders.gov.in/> 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/>,
17. DHE shall not be responsible in any way for delay/difficulties/ inaccessibility of the down loading facility from the website for any reason whatsoever

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Section 1: Instruction to Bidders

1 Introduction

- 1.1 Education is an important instrument for overall growth of any state – leading to holistic progress of the nation. Data about school education are very encouraging in all the states including Madhya Pradesh but when it comes to higher education, educational statistics start underperforming.
- 1.2 The higher education landscape is evolving rapidly, presenting colleges with diverse challenges ranging from complex academic structures to demanding administrative workflows. proposed solution seeks to address these challenges by providing a centralized platform that integrates key functionalities essential for effective college management.

Key Features and Benefits envisaged are :

- 1.3 Streamlined Student Lifecycle Management: From admissions to graduation, system will streamline student lifecycle processes, including enrolment, registration, academic record management, and graduation requirements tracking.
- 1.4 Fee Management should be integrated with any commercial Bank gateway. Bidder should provide the daily report.
- 1.5 Analytics and Reporting for Informed Decision-Making: Advanced analytics and reporting features will provide valuable insights into student performance, institutional effectiveness, and resource utilization, empowering college administrators with data-driven decision-making capabilities.
- 1.6 Scalable, Customizable, and Secure: Solution should be designed to scale with the growing needs of the institution, offering customization options to adapt to specific requirements while ensuring robust security measures to safeguard sensitive data.
- 1.7 Comprehensive Support and Training: We are committed to providing comprehensive support services and training resources to ensure a smooth transition to the new registration system and empower users with the necessary skills to leverage its full potential.
- 1.8 Dashboard should available with all modules like Student Life cycle, Academic, Fee and other allied module.
- 1.9 Bidder should provide the API for integration with MP Government Scheme and their verification.
- 1.10 Bidder should also provide the Grievance Portal for tracking of all query receive from Students, Faculty and Parents.

2 Instructions to bidders

- 2.1 Bidders are required to carefully read the contents of this document including Technical Capabilities.
- 2.2 Technical Bid documents which are to be uploaded online by the Bidders as per time schedule (key Dates).
- 2.3 Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. Submittals from bidders will be evaluated on the basis of 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.
- 2.4 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 RFB document. Any unsigned and unstamped document will not be considered.
- 2.5 Bidders should note that late or delayed bid proposals will not be accepted in mptender.gov.in portal.
- 2.6 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.
- 2.7 The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.
- i. Payment of Security Deposit / Performance Security.
 - ii. Submission of risks Insurance Policy valid for entire Implementation and Warranty Period.
- 2.8 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 RFB.
- 2.9 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFB 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.
- 2.10 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.
- 2.11 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 Software solution / items for completion of the bid proposal / project in time as mentioned in the RFB.
- 2.12 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 RFB.
- 2.13 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.
- 2.14 This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- 2.15 Any additional requirements, shall execute based on the Unit quoted price as per the scope & Technical Specifications without any additional cost, Terms & Conditions

3 Directions to the Bidder

- a. The bidders shall submit the proposal for the Software solution as per specifications and standards mentioned in this RFB.
- b. The bidders have any doubt about the meaning of any portion of the RFB Specifications or find discrepancies / omission in the tender documents issued or shall require clarification on any of the technical aspect, scope of work etc., shall submit the clarification to the Department before the pre-bid meeting date as mentioned in the Key dates.
- c. 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	2	3	4	5

- d. The bidders are advised before tendering, to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available. No claim shall be entertained later on grounds of lack of knowledge.
- e. The bidder shall incur all expenses related to preparation of the bid proposals, site visits, attending to the meetings with the Department. Proposed items shall be as per the specifications mentioned in the RFB. Preliminary Technically Responsive bidders will be informed to provide the Presentation and Demonstration (Demo) of the System, at their cost, wherever required at SPD- Bhopal Office to confirm the Software solution offered is exactly as per the Bid Requirements. Non-attending to the presentation and in the Demo non- compliance of the Software specification to the Specifications 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.
- f. 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.

4 Definitions and Interpretations

4.1 DEFINITIONS

- a. "Agreement" shall mean the Contract Agreement entered between the Department and Bidder.
- b. "Contractor" 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.
- c. "Bid or Detailed Bid or Proposal" shall mean proposal submitted by the Bidder for the Procurement, in response to this RFB including clarifications and/or amendments to RFB, if any.
- d. "Bidder" shall mean an Entity / Individual who participate in online Bidding
- e. "Bid Security" shall mean the security furnished by the Bidder in the form of Online Payment or through demand draft, as stipulated in the RFB document.

- f. "Bid Evaluation Committee" shall mean the committee constituted by the Department for evaluating the Bids.
- g. "Project Location" is the College locations within Madhya Pradesh as included in the RFB as consignee locations.
- h. "Department" shall mean Higher Education Department, Government of Madhya Pradesh
- i. "Commercial /Financial Bid proposal" shall have the meaning as set forth in the RFB document. 10 "Due Date" shall mean the last date for submission/receipt of the Bid, as mentioned in the RFB document.
- j. "Firm" shall mean a single legal entity, which is a Registered Body.
- k. "Authority" shall mean Department.
- l. "Letter of Acceptance" or "LOA" means the letter issued by Department to the Successful Bidder to complete the scope of work of the proposed Software solution / items in conformity with the terms and conditions set forth in the RFB.
- m. "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 RFB document.
- n. "Project " shall mean as mentioned in the scope of work
- o. "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.
- p. "Request for Proposal or RFB" shall mean this document.
- q. "Technical Criteria" or "Criteria" shall mean the criteria stipulated in the RFB, 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.
- r. Any other term(s) not defined herein above but defined elsewhere in this RFB shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

4.2 INTERPRETATION

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

- a. 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;
- b. Reference to any gender includes the other gender;
- c. 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 RFB;
- d. 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;
- e. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- f. Any reference to a person shall include such person's successors and permitted assignees.

- g. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- h. Any date or period set forth in this RFB shall be such date or period as may be extended pursuant to the terms of this RFB;
- i. 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.
- j. The terms "hereof", "Herein", "hereto", "hereunder" or similar expressions used in this RFB mean and refer to this RFB and not to any particular Article, Clause or Section of this RFB. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFB so specified;
- k. 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;
- l. All capitalized words and expressions used in the RFB but not defined therein shall have the same meaning as ascribed to them in the Agreement.
- m. 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.
- n. This RFB is not transferable
- o. 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.

5 Documents constituting Bid

The documents constituting the Bid shall be as follows: TECHNICAL BID WITH ONLINE SUBMISSION OF BID SECURITY

In order that Bidder(s) qualify to bid for this RFB, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in the RFB 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.

6 Preparation of Bid

- 6.1 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.
- 6.2 Bid Currency: All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).
- 6.3 Authentication of Bid: The Technical Bid will be received online on the portal 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.
- 6.4 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.

- 6.5 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.

7 Bid preparation Cost

The Bidder shall be responsible for all costs incurred in connection with participation in the RFB 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.

8 Site Visit

The Bidder may visit and examine the site 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 RFB. 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.

9 Venue & Deadline for Submission of Bids

The Bids, in its complete form in all respects as specified in the RFB, must be submitted to online in www.mptender.gov.in as specified in NIT.

10 Late Bids

- 10.1 Bids are to be submitted online, E-portal will not accept any bid after last date of bid submission, hence hardcopy cannot be acceptable. 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.
- 10.2 The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 10.3 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.
- 10.4 Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments.

11 Withdrawal, Substitution and Modification of Bids

- 11.1 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).

- 11.2 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
- 11.3 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.
- 11.4 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.

12 Financial bid

- 12.1 The bidder shall have to quote Lowest Price Offer per student registration in format referred in Bid Data sheet online. Evaluation is based on Least Cost Selection (LCS) Mode of selection.
- 12.2 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.
- 12.3 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.
- 12.4 Bidder submitted price shall include installing, Customization & training required for successful implementation. In quoting prices, the Bidder shall factor in such costs as well.
- 12.5 The Lowest Price Offer shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- 12.6 The bidder shall have to quote rates inclusive of all duties, taxes, royalties and other levies including GST; and Department shall not be liable for the same.

13 Bidding process / Submission of tender

- 13.1 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 RFB.
- 13.2 If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.
- 13.3 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.

14 Validity of Offer

- 14.1 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

- 14.2 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.

15 Site visit and verification of information

- 15.1 While preparing the Bid, the Bidder shall consider the information provided in this RFB in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFB will be at the Bidder's own risk and may lead to disqualification of the bid as being non-responsive.
- 15.2 The Specification details given in this RFB are based on the Department' Committee recommendations. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. 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 RFB.
- 15.3 It would be deemed that prior to the submission of the Proposal, the Bidder has:
- Made a complete and careful examination of requirements and other information set forth in this RFB document.
 - Examined all the relevant information as it has received from Department in respect of the project.
 - 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
 - The Project Site(s)
 - Availability of suitable materials, manpower and technology.
 - All other matters that might affect its performance under the Contract Agreement

16 Project Site

- 16.1 Successful bidder to coordinate with the Consignee / College for necessary implementation of the project.
- 16.2 Under no circumstances, the bidder shall not use the project site for any purpose other than the purposes of development of project.

17 Local conditions

- 17.1 Each Bidder is expected to become fully acquainted with the local conditions and requirements, which may affect the performance of the contract and /or the cost.
- 17.2 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.
- 17.3 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.

18 Amendment of Bidding Documents

- 18.1 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 RFB by amendment.
- 18.2 Any amendments / modifications to the RFB Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFB 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
- 18.3 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.

19 Compliant Proposals / Completeness of Response

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

20 Pre Bid Conference

- 20.1 A pre-bid conference will be held on the date specified in the RFB (Schedule of Bidding Process), as mentioned at the Key dates table at the location specified by Department.
- 20.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFB document, if any.
- 20.3 Pursuant to the Pre Bid Meeting, the terms and conditions of the RFB Document will be frozen with or without amendments thereto as applicable.
- 20.4 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
- 20.5 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.
- 20.6 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.
- 20.7 Minutes of the pre-bid conference shall be uploaded in the mptender.gov.in portal.

21 Key Requirements of the Bid

- 21.1 Right to Terminate the Process : Department may terminate the RFB 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.
- 21.2 This RFB does not constitute an offer by Department. The Bidder's participation in this process may result selecting the Bidder for execution of the contract.

22 Consortium

- 22.1 In the case of a Consortium , all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.
- 22.2 The Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the Consortium during the Bidding process and, in the event the Consortium is awarded the Contract, during contract execution.
- 22.3 Consortium with Maximum 3 partners are allowed
- 22.4 Consortium agreement should be signed INR 500 Stamp Paper.
- 22.5 Bids submitted by a Consortium shall include a copy of the Consortium Agreement entered into by all members.
- 22.6 Bids submitted by a Consortium shall meet for Financial Annual Turnover, Work experience any of the Consortium members shall meet for the respective individually or combined.

23 Submission of Bids

- 23.1 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	Instructions
Cover 1 (Technical Proposal)	<p>Proof of submission of RFB Document Fee and Scanned copy of EMD, Proof of submission of RFB Document Fee and original document of EMD should be submitted in Hard Copy within 2 days of Bid submission .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 RFB document. 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 RFB and in the format prescribed by mptender.gov.in of the RFB.</p> <p>Financial Proposal should be submitted online only on www.mpetenders.gov.in</p>

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

23.2 Bid Security (Earnest Money Deposit (EMD)) :

- 23.3 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.
- 23.4 A Bid Securing Declaration shall use the form included in RFB .
- 23.5 If a Bid Security is specified , 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,
- 23.6 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 23.7 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 .
- 23.8 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 –
 - b. Financial Part, or any extension thereto provided by the Bidder; or
 - c. if the successful Bidder fails to:
 - d. sign the Contract in accordance with RFB,
 - e. the Buyer may, declare the Bidder ineligible to be awarded a contract by the buyer for a period of time ; or
 - f. furnish a performance security in accordance within the time period mentioned in RFB.
 - g. 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
 - h. 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, or
 - i. if the successful Bidder fails to sign the Contract in accordance with ITB 30 &31; or furnish a performance security in accordance with ITB 32
- 23.9 the Purchaser may, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as per the decision of Purchaser.
- 23.10 The Bid Security must be in the name of the Bidder that submits the Bid.

24 Bid opening

- 24.1 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.
- 24.2 Department reserves the right at all times to postpone or cancel a scheduled bid opening.
- 24.3 Bid opening shall be conducted in 2 (two) stages;
- a. Stage 1 – Technical proposal -Online
 - b. Stage 2 - Financial Proposal- online

- 24.4 The venue, date and time for opening the technical proposal are mentioned in the RFB information sheet. The department's appointed Committee will evaluate bids based on financial capability, experience and documentary evidences submitted and
- 24.5 Only those bidders qualified in technical bid, will be considered for financial bid opening on www.mpetenders.gov.in. The lowest quoted price for the turn basis shall the successful bidder to whom contract will be awarded.

25 Disqualification

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

- 25.1 Submit the tender document after the date mentioned in advertisement.
- 25.2 Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- 25.3 Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- 25.4 Failed to provide any clarifications related thereto.
- 25.5 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.
- 25.6 The successful bidder is not allowed to sub-lease the assigned spaces.
- 25.7 Violates any other condition mentioned herein before/herein after.
- 25.8 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.
- 25.9 Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- 25.10 Where the bidder has been declared as defaulter or blacklisted by Department before the date of opening of techno commercial Bid.

26 Taxes

- 26.1 The Contractor 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.
- 26.2 The Contractor indemnifies Department from any claims that may arise from the statutory authorities in connection with this License.
- 26.3 The Contractor 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.

27 Preliminary responsiveness

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

- 27.1 It is received as per the format defined in RFB document.
- 27.2 It is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFB;
- 27.3 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;
- 27.4 It is accompanied by the Earnest Money Deposit (EMD);
- 27.5 It is accompanied by the Power(s) of Attorney, if applicable;
- 27.6 It contains all the information (complete in all respects) as requested in this RFB document (in formats same as those specified);
- 27.7 It quotes complete scope of Work as indicated in the RFB documents, addendum (if any) and any subsequent information given to the Contractor;
- 27.8 It does comply with all the Technical specifications and General Terms and conditions;
- 27.9 It does not contain any condition or deviation;
- 27.10 The bidder has submitted all additional information or clarification as sought by Department within the prescribed period;
- 27.11 Bids duly signed integrity pact;

28 Bid evaluation- technical presentation / demonstration

- 28.1 Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bids.
- 28.2 Preliminary Technically Responsive bidders will be informed to provide presentation of the similar type of software developed for any other organisation whenever required by SPD-Bhopal Office to confirm the software offered is exactly as per the Bid Requirements. Noncompliance to the presentation and Demo to the Specifications will be considered as Nonresponsive Bid proposal.
- 28.3 On successful presentation of the software as per the scope of work mentioned in the RFB, 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 e- portal shall not allow for opening.
- 28.4 Department shall inform the technically responsive Bidders about the date and venue of the opening of the financial proposals.
- 28.5 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.

29 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.

30 Appointment of contractor: Award criteria

- 30.1 After selection of technically responsive and financially lowest offer submitted by the bidder in terms of clauses of this RFB, a letter of award (the "LOA") shall be issued. Successful bidder (supplier/ contractor) 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 contractor 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 contractor as damages on account of failure of the contractor to acknowledge the LOA.
- 30.2 Issue of letter of acceptance (LOA) shall not be construed as any right given in favour of the contractor, 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.
- 30.3 Upon issue of LOA to the contractor, department will release the EMD of all contractors, as per the online portal process except the contractor.
- 30.4 After acknowledgement of the LOA as aforesaid by the contractor, it shall cause the contractor to execute the contract agreement within the period prescribed. The contractor shall not be entitled to seek any deviation, modification, or amendment in the contract agreement.

31 Notification of award

- 31.1 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.
- 31.2 Upon the successful Bidder's furnishing of Performance Bank Guarantee, Department will notify each unsuccessful Bidder and return their EMD.
- 31.3 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.

32 Performance security

- 32.1 A Performance Security shall be required.
- 32.2 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 Warranty/Contract period.
- 32.3 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
- 32.4 The Performance security shall be in the Indian Rupees currencies of payment of the Contract, in accordance with their portions of the Contract Price.
- 32.5 Discharge of the Performance Security shall take place: State Project Directorate (RUSA), Higher Education Department, Madhya Pradesh 192, AVN Tower, Mezzanine Floor, M P Nagar, Zone 1, Bhopal (MP), India

- 32.6 In case, the Contractor fails to submit Performance Security within the time stipulated, the Department at its discretion may cancel the Letter of Award issued to the Contractor without giving any notice and may invoke the EMD of such Preferred Contractor.
- 32.7 No interest will be payable to the tenderer on the Performance Security deposited with the Department
- 32.8 The amount of Performance Security as Security deposit shall be forfeited if the Contractor 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.
- 32.9 The amount of the performance security as security deposit shall be forfeited if the Contractor fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract.

33 Release of performance security

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

- 33.1 After successful completion of warranty period of this project;
- 33.2 Payment of all the penalties; if any;
- 33.3 If any deficiency noticed at the time of handing over the Contractor has to get rectified/replaced the same at his own cost within 15 days otherwise Department will get it rectified at the risk and cost of the Contractor.
- 33.4 On production of clearance for all applicable dues, if any.
- 33.5 Signing of contract agreement
- 33.6 Release of Warranty / Maintenance security- Upon completion of Onsite warranty period and on production of Clearance for all applicable dues from Colleges

34 Contract Agreement

- 34.1 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.
- 34.2 Period of Contract is 5 years. Subsequent to Department issuing Letter of Award (LOA) to the Contractor, the Contractor 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 Contractor within the prescribed period.
- 34.3 The draft contract agreement is provided in the RFB.
- 34.4 Failure of the Contractor to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Contractor to be liquidated. The Contractor will be liable to indemnify Department for any additional cost or expense, incurred on account of failure of the Contractor to execute the Contract Agreement.
- 34.5 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 Contractor, provided the same is bona-fide.

35 Failure to agree with the terms and conditions of the RFB

Failure of the successful Bidder to agree with the Draft Contract Agreement and Terms & Conditions of the RFB 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:

36 Financial and legal Capability

The Bidder / Consortium 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):

S. No.	Criteria	Supporting Document
1	The Sole Bidder or, in case of Consortium, the Lead Bidder and the Consortium Partners must be registered legal entity in India. (Indian Companies Act, 1956 (or 2013), Partnership firms registered under LLP Act or India Partnership Act, 1932. The Sole Bidder or, in case of Consortium, the Lead Bidder must have been in existence in India for at least 5 years as on 31 st March 2024	Certificate of Incorporation
2	The Sole Bidder or, in case of a Consortium, the Lead Bidder and the Consortium Partners must have in their name, a PAN with Income Tax authority in India	Copy of the PAN Card signed by the Authorized Signatory of the Lead Bidder and Consortium Partner
3	The Sole Bidder or, in case of a Consortium, the Lead Bidder of Consortium must have an average annual turnover of Rs. 250 Crores from IT and ITeS during the last 3 financial years (2020-21, 2021-22, 2022-23)	Audited Financial Statements / CA certificate specifying the same for Financial years
4	The Sole Bidder or, in case of a Consortium, the Lead Bidder of Consortium must have a positive Net Worth as on 31 st March 2023	Certificate from the Chartered Accountant, clearly stating the Net Worth
5	The Sole Bidder or, in case of a Consortium, the Lead Bidder or the Consortium Partner, 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
6	The Sole Bidder or in case of a Consortium, the Lead bidder should have minimum 250 full - time resources with IT/ITeS/ Software Development related skill set on its payroll as on 31 st March 2024	A self-certified letter signed by the Head of HR department and counter signed by Authorized Signatory of the Bidder
7	The Sole Bidder or in case of a Consortium, the	Purchase Order/ Work Orders/

	Lead bidder must have an experience of executing one or more SI projects with any government body (Central or State) with a combined total value of Rs. 20 Crores 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	Milestone Completion Certificate / experience certificate from the authorized signatories
8	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
9	The Sole Bidder or in case of a Consortium, any of the members, must have executed atleast 3 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. Of these at least one should be in MP	Purchase Order/ Work Orders/ Milestone completion Certificate / experience certificate from the authorized signatories
10	The Sole bidder or in case of Consortium, the Lead Bidder and the Consortium Partner 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
11	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 or Solution Provider should be submitted by the Bidder	Authorization Certificate from the OEM / Solution Provider
12	The Sole Bidder should have presence in MP	

Bidder to submit Documentary evidence of Registration along with the Bid proposal.

37 Experience

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

S. No.	Criteria/ Sub-Criteria	Requirement	Supporting Documents
37.1	The Bidder should have experience of implementation of projects of similar Integrated end to end web based solutions across various Public / Private / State Department / College Level Educational Institutions / Research Institutions in India	For the projects implemented in more than 15 / State Universities / College Level Educational Institutions / Research Institutions	Work order / Lols / Completion Certificates / Contract & project citations
37.2	The Bidder should have experience of executing at least one project of the proposed solution, wherein there are more than 10000 registered students, during last 3 years	Number of Student Users – more than 20,000 Student Users	Work order & System Generated Report of the projects as referred
37.3	The bidder should have experience of providing IT Operation and Maintenance (O&M) Support. Atleast, one of the work order should have been issued, in last 5 years preceding the last date of submission of bid	For experience which involves providing IT Operation and Maintenance (O&M) support in more than 5 projects	Work order & System Generated Report of the projects as referred
37.4	The Sole Bidder and OEM/Partner 1 have must executed at least 5 Projects in last 3 Years.		Enclosed the Work order.

37.5 The Bidder 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 March 2024 in the field of ERP especially in higher education department

37.6 If the bidder is dependent on the OEM, the OEM should be of Indian Origin and having the products Made in India

37.7 For fulfilling the experience criteria any one of the following documents would be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copies along with Invoice(s) with self-certification by the bidder
 - b. Execution certificate by client with order value
 - c. CA Certificate specifying minimum criteria compliance
 - d. Any other document in support of order execution like Third Party Inspection release note, etc.
- 37.8 The bidder should be in existence for a minimum of 5 years as on the bid submission date supported by Certificates of incorporation / registration. An undertaking to the effect that the bidder has not been blacklisted by any of the department/organizations of the Govt. of India/State Govt./PSUs.
- 37.9 The bidding company should have ISO 9001:2015.

38 Other Evidence

The Bidder shall furnish documentary evidence / undertakings in addition to the above mentioned Financial and Technical eligibility Criteria, to demonstrate that the Goods and the support services it offers meet the following usage requirement proposal.

- 38.1 The written confirmation of authorization to sign on behalf of the Bidder 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
- 38.2 Bidder 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.
- 38.3 Bidder 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,
- 38.4 Bidder must submit their ITR for the last 3 years
- 38.5 Bidder to submit the undertaking that no deviation certificate for the Technical Specifications, Commercial Terms and conditions.
- 38.6 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.
- 38.7 Bidder to submit the ISO 9001-2015- Quality Management System certificate

39 Selection Criteria

- 39.1 SPD-Bhopal Office will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Proposal with minimum Quoted amount would be selected as L1 proposal and respective bidder as the selected Bidder.
- 39.2 In case of two or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- 39.3 In case of any unforeseen circumstances, if the first ranked Bidder doesn't wish to engage with SPD-Bhopal Office, then the second ranked Bidder would be offered to take up the contract on the L1 rates. If the second ranked Bidder accepts the contract, then the second ranked Bidder would be selected for providing the services within the scope of this RFB. In case the second ranked Bidder also doesn't agree to take up the contract, the process would be repeated to the third, fourth, and so on Bidders.

- 39.4 Penalty shall be imposed to the first ranked Bidder disagreeing to get into a contract with SPD-Bhopal Office for this RFB. This penalty may include blacklisting of the firm and/or forfeiture of EMD money.
- 39.5** The Selected Bidder will enter into a Contract with SPD and shall work in accordance with the Scope of work mentioned in the RFB.

Section 3: GENERAL CONDITIONS

This section should be read in conjunction with other sections of RFB. The words and expressions, which are defined in this Section of RFB i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFB, unless separately defined. Notwithstanding anything to the contrary contained in this RFB, 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.

40 Responsibility for Damage

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 proposed Software solution 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 Contractor of the Proposed items shall be liable to buy insurance against public liability.

41 Proprietary Data

- 41.1 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.
- 41.2 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.

42 Roles & responsibilities

- 42.1 Department : Department agrees to observe, comply and perform the following:
 - a. Department shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Contractor 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;
 - b. At the end of the Warranty/Contract Period, all rights given to the Contractor shall be terminated automatically.
 - c. Department shall provide single window clearance, where Department has full control and jurisdiction, to the Contractor for the purpose of this RFB document.
- 42.2 Contractor : The Contractor role, responsibilities and obligations relating to the Project are provided herein below:
 - a. The bidder shall inspect the site which will be given on 'as is where is' basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction

before offering the bid for the same. The bidder shall acquaint him of all the local conditions and sites condition.

- b. The Contractor 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 the Department within the Contractor 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 Contractor to Department within 15 (fifteen) working days from the Contract agreement date.
- c. The Contractor 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
- d. the Contractor 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 Contractor 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 Contractor 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;
- e. Nothing in this project will ever be construed as giving the Contractor any right, title or interest in whatsoever in or to the Brand or giving the Contractor 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 Contractor will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Contractor as per this Agreement. The Contractor will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Contractor 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 Contractor expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Contractor 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
- f. The Contractor shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- g. The Contractor 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 Contractor shall be liable and responsible for any loss of life and / or physical harm/any other loss to the public or any other Contractor including Government on account of negligence on the part of Contractor in implementation period or warranty period.

- h. All physical assets created under this RFB, will become the property of Department s at the end of Contract Period or at termination of the Contract, whichever is earlier, and the Contractor will not have any legal right on these assets.
- i. Any damage to other services arising due to installation or execution or repair or maintenance work by the Contractor, shall have to be addressed by the Contractor 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.
- j. 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 are subjected to the jurisdiction of Commissioner Higher Education, GoMP.

43 Payment terms

- 43.1 Advance Payment: -Not Applicable.
- 43.2 Payment to be collected directly from the students while registration.
- 43.3 DHE fees (if any like registration fees) that is to be collected from the students should be remitted to DHE account within 2 working days.

44 Liquidated Damages (LD) for Delay

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

- a During software operation & maintenance period, if the issues are not responded within 3 days (72hrs) then LD shall be imposed @0.5% of the software cost per week delay in resolution shall be applicable. The LD imposed due to non-resolving of issues related to Software solution during the 5 years warranty period can be recovered during any definite interval with in these 5 years (Department's discretion) by either informing the Bank to deduct the amount from the Bank guarantee submitted (issued by the bank on behalf of the Bidder for the purpose of PBG) , thereby informing the Bidder to submit the PBG for re-instating of the same by the additional amount that will be deducted from the PBG. Bidder to either recoup the PBG or submit the LD amount within the time period informed from the department. If the issues are not resolved within one month, then disciplinary actions shall be initiated which may include Termination of contract by department.
- b LD is subjected to maximum of 5% of the Contract Value .
- c However, no penalty will be imposed for the durations leading to delays in implementation due to reasons solely attributable to the Department.

45 Time Extension-

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

46 Decision Authority:

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

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

- 47.1 If the Contractor 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 Contractor 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 Contractor without prejudice to any other rights, the Department may have on account of such default.
- 47.2 the Contractor 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.

48 Compliance to rules, regulations, instructions, and statutory provisions

- 48.1 It will be the responsibility of the Contractor 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 Contractor as per provision of the contract.
- 48.2 Contractor responsibility for public liability and against all claims, act losses, Insurance etc
- 48.3 The Contractor 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 Contractor or on any other account whatsoever. The Contractor shall obtain a public liability policy of insurance in respect of Department allotted to him.

49 Indemnity

- 49.1 Contractor shall be required to indemnify the Department for the designated works under this RFB 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.
- 49.2 The Contractor shall always be responsible for any injury or damage caused or suffered by any person or property arising out of or related to the installation of project Software solution and the consequential claim shall be borne by the Contractor who will also indemnify and safeguard the Department in respect of any such claim or claims.

50 Termination of contract on breach

- 50.1 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:

- a. 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 RFB 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;
- b. 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;
- c. the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFB hereof;
- d. 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;
- e. 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;
- f. 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
- g. The Department, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- h. It is further agreed that the Contractor 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 Contractor 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 Contractor if any found due to him.

50.2 By contractor

- a. 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:
- b. 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 RFB hereof within 30 (Thirty) days after receiving written notice from the Bidder that such payment is overdue.
- c. 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.
- d. 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
- e. The Department fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFB hereof.

51 Acceptance / rejection of tender.

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

52 Jurisdiction of court

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

53 Entire agreement

- 53.1 The Contractor 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.
- 53.2 A Contract Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.
- 53.3 All documents submit by Contractor at the time of Tender will be the part of Contract Agreement.
- 53.4 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 RFB shall continue to subsist and shall be deemed to form part of this Agreement.
- 53.5 Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFB shall apply.

54 Force majeure

- 54.1 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.
- 54.2 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.

- 54.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 54.4 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.
- 54.5 Measures to be taken
- a. 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.
 - b. 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.
 - c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 54.6 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.
- 54.7 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.
- 54.8 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.

55 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 e-content, Training of Faculty for video lectures, e-content editing with Audio, Graphics, Pictures, Third party quality check on e-content 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 Contractor 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 Contractor of its liability to continue make the payment as stipulated in the Contract Agreement.

Section 4: BIDDING FORMS

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]
RFB 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 192,
AVN Tower, Mezzanine Floor
M P Nagar, Zone 1, Bhopal (MP), India
E-mail: spdmpwb@gmail.com

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

- a The Technical Part, and
- b 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 RFB.
- Bid Validity Period: Our Bid shall be valid for the period specified in RFB (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.
- Operational Security: If our Bid is accepted, we commit to obtain a Operational 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 subcontractor and meet the requirements.
- Suspension and Debarment: We, along with any of our subcontractors, 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.

Form 1 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 / faxnumbers]</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 originaldocuments]</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">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the Department
7. Included are the organizational chart, a list of Board of Directors,

Form 2: PoA in Favour of Authorized Signatory

(separately for Lead Partner & Member in case of Consortium)
(On INR 100 stamp paper; notarized)

Know all men by these presents, we/ I (name and address.....of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid/ Proposal for the project envisaging [" Service tender details"] including signing and submission of all documents and providing information/responses to the Authority, representing us in all matters before the Authority and generally dealing with the Authority in all matters in connection with our Bid/ Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For

Accepted

..... (Signature)

(Name, Title and address) of the Attorney Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form 2.1 Power of Attorney

(To be executed on a Stamp Paper of INR 100; To be Notarized)

by the Members of the Consortium in favour of Lead Member

(To be given separately by the Consortium member, in case the Bidder is a Consortium) Dated

POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

WHEREAS we have decided to participate in the bidding process for [“ Details of Tender”] (the “Project”) as member of -----[name of the Consortium] independently, we, [name of authorising company/agency], a incorporated under the laws of, the registered address of which is, to lawfully represent and act on our behalf as the Lead Member of the Consortium to sign any qualification statement, Proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions for us and on our behalf and execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the Consortium, to SPD Bhopal (the “Authority”)

for all of the obligations of the Consortium in respect of our qualification statement, technical and financial Proposal for the Project, in accordance with the RFP document for the Project issued on and as amended prior to date hereof.

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally.

We hereby also ratify and confirm that if we are selected as the Selected / Successful Bidder, then the Lead Member of the Consortium shall sign the Contract Agreement and all the Consortium members shall be jointly and severally liable towards the Project, throughout the Contract Period.

IN WITNESS WHEREOF, we have hereunto set our respective hands thisday of 2024 in the presence of the following witnesses

Witness 1	Witness 2
Signature	Signature
Name	Name
Address	Address

By

[the Authorising Company]

Signature [Signature of Authorised signing officer]

Name [Name of Authorised signing officer]

Title [Title of Authorised signing officer]

Form 3: Organization Profile

(separately for Lead Partner & Member in case of Consortium)

1. Details of Bidder
 - a. Name:
 - b. Legal Status:
 - c. Country of incorporation:
 - d. Address of the corporate headquarters (if any) in India:
 - e. Year of Incorporation:
 - f. Goods and Service Tax Number (GST)
 - g. Permanent Account Number (PAN)
 - h. Corporate Identification Number (CIN)
 - i. PF No. ESIC No>
2. Details of individual(s) who shall serve as the point of contact / communication for the Authority within the Company:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number and Fax Number:
 - f. E-Mail Address:
3. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:

Please enclose:

- a. Constitutional documents – Certificate of Incorporation, GST and PAN certificate, PF, ESI , CMMi as applicable
- b. Company profile / brochure as applicable

Form 4: Relevant Experience

(Summary of relevant experience to be CA certified / statutory auditor certified)

Assignment / job name Industry / Sector

Entity Claiming Experience: (Single Bidder/ Lead Member / Non-Lead Member)

- 1 Description of Project
- 2 Approx. value of the contract (in Rupees):
- 3 State :
- 4 Location within State / country:
- 5 Duration of Assignment/job (months)
- 6 Name of department:
- 7 Address:
- 8 Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
- 9 Start date (month/year):
- 10 Completion date (month/year):
- 11 Name of associated Bidder / Consortium partner, etc., if any:
- 12 No. of professional staff-months provided by associated Partner, etc.: Bidder / Consortium partner
- 13 Name of senior professional staff of your firm involved and functions performed.
- 14 Description of actual Assignment/job provided by your staff within the Assignment / job:

Note:

Please provide documentary evidence from the Client i.e., copy of work order / Letter of award / copy of agreement signed with the Client, along with proof of at least 80% fee received or completion [Copy of Client certificate / completion certificate / fee received certificate signed by Chartered Accountant].

The Institute of Chartered Accountants of India, Unique Document Identification Number(UDIN) of the CA.

The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Multiple project experience under an umbrella project may be considered as separate projects, only if separate proof of work / completion of submitted by the Applicant for each such project.

Form 5: Financial Capacity

(To be CA certified / statutory auditor certified)

Name of the Bidder:

S. No	Turnover	Bidder
1.	Financial Year FY22-23	
2.	Financial Year FY21-22	
3.	Financial Year FY20-21	
4.	Average	
In Words Aggregate		

Certified by Chartered Accountant/ Statutory Auditor

We, in our capacity as the Chartered Accountant/ Statutory Auditor for (name of bidder) certify that the above details are correct.

Seal and stamp of CA / Auditor

Note:

1. The Applicant is required to submit audited financial statement for evaluation of the Financial Capacity.
2. All the Financial numbers are to be given in Indian Rupees.
3. The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate average turnover and net worth of all Consortium Members, signed and verified by the Lead Member.
4. The following documentary evidence must be submitted along with the Proposal, to support Financial Capacity claim:
 - a) The Bidder, or each Consortium Member claiming experience, shall attach copies of the P&L, Balance sheet and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements must:
 - i. be audited by a statutory auditor AND
 - ii. be complete, including all notes to the financial statements.
 - b) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience

(Signature of Authorised Signatory)

Company seal & stamp

Signature,

Name,

Address

Membership No. of Statutory Auditor

Form 6: Declaration

(On firm's letter head, separately by Lead Member & Non-Lead Member in case of Consortium)

Date:

Place:

Dear Sir, Madam

We hereby declare that our firm, our associate / group firm is not and shall not indulge in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Authority which shall be binding on us. The determination of what construes conflicting activities, if any, shall be the prerogative of the Authority.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 7 for 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]
RFB 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 RFB").

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

Form 8 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.)

Form 9 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:-

- i. 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.
- ii. If during the demonstration of the Software solution failed to present the Software solution to buyer as per bid specifications
- iii. 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

Form 10 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 on 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:

Form 11 Additional requirements of the other Colleges after award of Contract

(To be furnished on Company letter-head 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 that on Award of the Contract , for any additional requirements of the other Colleges within 1 (One) Year period of time, from the date of Award of the Contract, shall execute the project requirements based on the Unit price as per the scope & Technical Specifications without any additional cost, Terms & Conditions. Colleges can contact the Agency to implement the project as per the Awarded scope, terms & Conditions with prior consent of State Project Directorate, Higher Education Department, Govt of MP.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. 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:

Form 12 Bidder undertaking for 1 Year of O&M Completion after implementation

(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 that we had executed the project on Turnkey Basis to the State Govt. /-----Central Govt. /-----PSU in which the project have completed 1 year of O&M period from the date of Implementation (Date, Month, Year) in last 7 years from the date of Bid submission.

We hereby confirm our unconditional acceptance to all terms & conditions, compliance to technical specification. 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:

Section- 5 - Schedule of Requirements

Scope of Work:

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.
- f. Salary @ Rs 45,000/- per technical manpower is reserved for technical manpower at colleges and @ Rs 75,000/- for team leader.

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 Chhatravratti
 - 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. Monthly fixed cost at the rate of Rs 45,000/- (exl of GST) per month per technical resource and Rs 75,000 (exl of GST) per month per team lead would be reimbursed to the service provider on monthly basis.

Resources would initially be engaged for a period of 24 months thereafter, It would be at the sole discretion of the Government to extend the engagement of these resources. However in case of disengagement of a resource, Authority would give a notice of 2 months and in case the resource leaves / resigns Service provider would immediately replace the resource. In case of Overlapping period, no extra money would be paid. 1 leave per month would be permitted to all the resources beside the Government Holidays. These leaves can be clubbed together in case of emergency and

after approval of the reporting officer. Service Provider needs to submit monthly invoice along with Attendance proof for no. of manpower deployed. Authority would pay for the resources within 15 days of submission of invoice.

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.

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

SL No	Deliverable/ Milestone	Delivery Schedule in weeks (T=Date of signing of contract)
PROJECT PREPARATION		
1.	Submission and Validation of FRS	T+1 week
2.	Updation of Project Implementation Plan	T+2 week
BUSINESS BLUEPRINT		
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
REALIZATION		
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
FINAL PREPARATION		
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

Form 13 Letter of Acceptance/Award

Sub: Letter of Acceptance- Selection of agency for Developing, Commissioning, Operating & Maintaining Student Registration Software for students seeking admission to colleges under Department of higher Education -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

letter no. /SPD/RUSA/RFB/2023 Bhopal ,

date :

To.

Contractor 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 (Procurement details to be filled by Department)			
Rupees			

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.

- a Payment Terms would be as per Clause 43 of RFB
- b Liquidity damages would be as per Clause 44 of RFB

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

Encl :

- i. Format for Contract Agreement , Performance Security- Bank Guarantee
- ii. 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.
 - i. This Agreement
 - ii. The Letter of Acceptance
 - iii. Letter of Bid - Technical Part
 - iv. Letter of Bid - Financial Part
 - v. The Addenda Nos. (if any)
 - vi. Special Conditions of Contract
 - vii. General Conditions of Contract
 - viii. the Specification (including Schedule of Requirements and Technical Specifications)
 - ix. the completed Schedules (including Price Schedules)
 - x. 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 Price(registration charges per student) is fixed during the complete contractual period i.e 5 years .

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 witness1]

in the presence of [insert identification of official witness1]

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]

in the presence of [insert identification of official witness1]

Form 14 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],¹ 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...2, 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.

[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.

Section- 7 – College list

State Project Directorate				
SINo	DETAILS	COLLEGE CODE	DIVISION	MAIL ID

Section 8 Format of Financial Bid

Tender Inviting Authority: State Project Directorate , Department of Higher Education, Bhopal ,
Madhya Pradesh

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:/SPD/RFB/2023-24/Student Registration Software

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
No #	TEXT #	No#	TEXT #	NUMBER#	NUMBER #	TEXT #
Sl. No.	Item Description	Quantit y	Units	BASICRATE includingall Taxes, Duties and GST In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT including all Taxes, Duties and GST Rs. P	TOTA L AMO UNT In Word s
1	2	4	5	7	12	13
1	Registration charges	1	Student		0.00	INR Zero only
Total in Figures					0.00	INR Zero only