



Request for Proposal

DIGITALISATION of RECORDS

**Jiwaji University, Gwalior**

*L. A. Rawel*

## JIWAJI UNIVERSITY, GWALIOR

Tender No./Store/ 536

Dated: 25/04/2019

### TENDER NOTICE

#### University Record Digitisation

Jiwaji University, Gwalior (MP) intends to create a digital copy of historical/archived records/transcripts in order to preserve digitally. The University invites tenders through e-Tendering system from eligible firms. For details of work, minimum eligibility criteria and other requirements, interested firms may visit the Tender section of Jiwaji University, Gwalior website <http://www.jiwaji.edu/tenders.asp>. The University reserves the rights to change the schedule or the dates of tender process. The University also reserves the rights to reject lowest or all tenders without assigning any reason thereof and such decision will be final and binding to all.

#### TIME SHCEDULE FOR THE TENDER:-

S No	Schedule Description	Date
1	Tender Available Online Date	15.05.2019
2	Proposal/Bid Submission Last Date	17.05.2019
3	Tender Open Date & Time	23.05.2019
4	Pre-Bid Conference Date & Time	22.04.2019

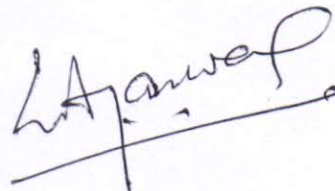
#### GENERAL TERMS & CONDITIONS

Bidders should read the following conditions carefully and comply strictly while preparing their tenders documents. If a bidder has any doubt regarding the terms &

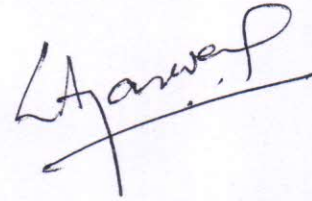
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conditions and specifications, mentioned in the tender notice or in case any clarification is required, the bidder may seek it from Registrar, Jiwaji University, Gwalior, before submitting the tender. The decision of the Registrar shall be final and binding on the bidder. The University reserves all rights to reject any or all applications without assigning any reason thereof.

- Training and support system after installation is for one year.
- The Jiwaji University, Gwalior, (MP) intends to appoint an IT Consulting/Digital Transformation company to create a digital copy of historical/archived records/transcripts in order to preserve digitally for Jiwaji University, Gwalior. This Tender Notice is issued for Digitalisation of Records for Jiwaji University, Gwalior by the Registrar, Jiwaji University, Gwalior (MP).
- The bids will be accepted in only online submission through Jiwaji University e-tendering Portal. <https://mptenders.gov.in>
- The tender document placed on website [www.jiwaji.edu](http://www.jiwaji.edu) can be downloaded by making payment of non-refundable tender fee of 10,000.00 /- (Rs. Ten Thousand Only) towards the cost of Tender Document from <https://mptenders.gov.in>

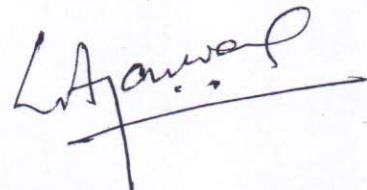


- Earnest Money Deposit (EMD): Tender shall be accompanied by an EMD Rs 2,40,000/- as bid security through Online paid in favour of Registrar, Jiwaji University, Gwalior (MP). The EMD details must also be submitted along with the Technical bid otherwise the tenders will not be accepted.
- Refund of EMD: - The earnest money of unsuccessful bidders will be refunded soon after finalization of Tender. However the EMD of 2nd lowest bidder shall be released only after the execution of contract with L1 bidder.
- As the tenders are invited online, tenderers are required to upload tender as per the schedule given. The University is not responsible for failure on the part of tenderer to upload tender within the time schedule. In case of any help required for this purpose the tenderer shall contact to help line of e-tendering agency.
- The Jiwaji University, Gwalior (MP) (hereinafter 'the Client') now invites tenders proposals from the eligible firms/company to provide the 'Digitalisation of Records for Jiwaji University, Gwalior'. Further details of the services required by the University are mentioned in this tender document.
- The tender shall be submitted under TWO BID system in:  
**Technical Bid (Part I)** – EMD and the tender document fee details and Terms and Conditions containing proposal document and all certificates, documents along with duly filled in checklist, as set out in

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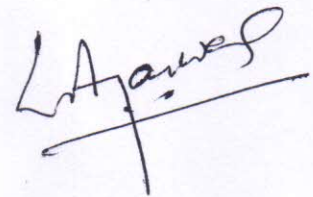
the tender document and in the order as given in the check list **Financial Bid (Part II)** – containing the rates quoted by the tenderer on the prescribed format on <https://mptenders.gov.in>

- A firm shall be selected under Quality and Cost Based Selection (QCBS) amongst qualified bidders and a detailed procedure of selection is described in this document under section 'Evaluation'. This procurement shall be governed as per the University Procurement Guidelines.
  
- This document includes the following items:
  - (a) Tender Notice
  - (b) General Terms and Conditions
  - (c) Instructions to Bidders. Please note that while all the information and data regarding this Tender Notice is, to the best of the Client's knowledge, accurate within the considerations of scoping the proposed contract, the Client holds no responsibility for the accuracy of this information and it is the responsibility of the bidder to check the validity of data included in this document.
  
- The submitted proposals will be evaluated technically and the financial bids of the technically qualified firms will be opened following the QCBS procedure. Please refer to section of Instruction to Bidders on evaluation procedure as per QCBS.
  
- The University reserves all rights to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior



to signing the Contract by both the parties i.e. the University and the selected bidder, without thereby incurring any liability to bidders.

- The bid will be rejected in case the bidder has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with this tender notice.
- The Amounts payable by the University to the Bidder under the Contract will be subject to taxation.
- The interested eligible bidders may fill, sign and seal on all pages of the document, enclose details of specified tender fee and EMD along with all required documents
- All attested documents must be submitted in Hindi or English Language. If the documents are not in Hindi or English, they should be translated in Hindi or English and must be submitted along with the copy of original document.
- Tender will be liable for outright rejection if:
  - a. Any rates are disclosed in Technical Bid.
  - b. Any discount/special offers are made in Technical Bid.
  - c. The rates in the financial bid shall be filled in figures as well as in words.
- The rates in the financial bid shall be filled in figures as well as in words through <https://mptenders.gov.in>



## ELIGIBILITY CRITERIA

S No.	Criteria	Supporting Document
1	The company (Prime Bidder) shall have company registration certificate registered under the Company's act 1956, under the Indian partnership Act 1932 valid GST registration certificate and Permanent Account Number (PAN) issued by incomeTax department.	Certificate of Incorporation/Registration
2	The company must be operational in India for at least 3 years.	Tax Returns – certifying by a Chartered Accountant
3	The company (Prime Bidder) should have average turnover of at least . 2.0 Crore in last three financial years ending March 2018.	Tax Returns – certifying by a Chartered Accountant
4	The company (Prime Bidder) should have been profitable and should have positive net- worth in last three financial years ending March 2018.	Tax Returns – certifying by a Chartered Accountant
5	The company (Prime Bidder) should have successfully completed and implemented at least one similar type of automation for globally/nationally recognized companies.	<ul style="list-style-type: none"><li>• Client's letter on client-company letter-head</li><li>• Implemented project's demo/actual URL</li></ul>
6	The company (Prime Bidder) should have experience of successful implementation	Proof of implementation of applications

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	of IT projects in multiple industry-domains globally and nationally.	
7	The company should have complete understanding of digital transformation with latest technology available in industry. The company must have previous experience in end-to-end digitalisation using automated process.	Process flow and screen shots of previous implementation
8	The company (Prime Bidder) key people must have industry experience of more than 05 years in Information Technology. Experience in global IT industry is preferred.	<ul style="list-style-type: none"> <li>● Key people's professional profile</li> <li>● LinkedIn profile link (optional)</li> </ul>
9	The company (Prime Bidder) must have at least 5 software professionals on their roles or on invoice payment as on date of publishing of this RFP.	Proof of Bank Transactions/ Payment
10	The Bidder (Prime Bidder) should never have been blacklisted/ banned/suspended by any government organization / PSUs/Local Self-Government in India in last 3 years.	Affidavit from company
11	The bidder (Prime Bidder) should have- a. Valid PAN Card b. GST Certificate	Copy of PAN and GST certificate

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### **INSTRUCTIONS TO BIDDERS**

- 1) The Tenders shall be submitted online through e-tendering process only. No tender will be accepted manually or through fax etc.
- 2) The Tender form will be available online only. No tender form will be sold / issued manually from The University office
- 3) The tender document will be uploaded / released on Govt. of Madhya Pradesh e-tendering Website <https://mptenders.gov.in> the tenderer is required to download the tender document from this website as per the schedule of activities for online tender document download.
- 4) The tenderer is required to download the tender document within the schedule of activity for online tender document download. After expiry of the date and time for tender document download, the University will not be responsible for any such failure on account of tenderer for not downloading the document within the schedule even though he has paid the cost of the tender to the University. In such case the cost of the tender paid by the tenderer will not be refunded.
- 5) During the activity of bid preparation, the tenderer is required to upload all the documents mentioned in the terms & conditions of the technical bid by scanning the documents and uploading it in the PDF. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the tender shall be completed within the schedule given for bid preparation.
- 6) After bid preparation, the tenderer is required to submit the bid again during the activity of submission of bid without which the tender will not be submitted.
- 7) The technical bid submitted in hardcopy to the Registrar, Jiwaji University Gwalior online will be opened on the schedule date before the participant. At the time of opening of technical bid the tenderer should bring all the original

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documents which have been uploaded along with the technical bid so that same can be verified at the time of opening of technical bid. If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document submitted will be final and binding on the tenderer

- 8) As the tenders are invited online, tenderers are required to upload tender as per the schedule given. The University is not responsible for failure on the part of tenderer to upload tender within the time schedule. In case of any help required for this purpose the tenderer shall contact to help line of e-tendering agency. Tenderers are requested to go carefully through the process of e- tendering given on the website of website <https://mptenders.gov.in> to avoid disqualification of their tender on any ground.
- 9) The tenderer is required to pay tender processing fee as applicable per tender to e-tendering agency, Non-payment of fees will result in non-submission of the tender and The University will not be responsible if the tenderer is not able to submit their offer due to non-payment of processing fees to the e-tendering agency.
- 10) Any amendment to the tender will be placed on the e-tendering website of the Govt. of Madhya Pradesh. The tenderer will not be communicated separately regarding the amendment. The tenderer should download the amendment. However if the tenderer fails to upload any of these amendments then it will be presumed that the tenderer has quoted his/ her rates by taking the note of these amendments.

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## **SUBMISSION OF TENDER**

The tender is divided in two parts and required to be submitted online only

**Technical Bid (Part I)** – It should contain EMD of Rs 2,40,000/- Online paid in favour Registrar, Jiwaji University, Gwalior payable at Gwalior . It should also contain receipt of tender form fee of Rs 15000/- It should also Contains technical information such as technical specifications, terms & conditions of the tender, qualification criteria, documents required to be submitted to become qualify for opening of commercial bid, general terms & conditions of the tender, instructions to the tenderer for submission of the tender, other Annexures required to be submitted by the tender along with the technical bid, confirmation to tender terms & conditions. Detailed specification of the tendered item shall be as per Annexure provided in the Tender document. The technical bid should be submitted by registered post/speed post to Registrar, Jiwaji University Gwalior.

**Commercial Bid (Part-II)** – Contains price bid to be filled in by the tenderer in the given format only through <https://mptenders.gov.in>

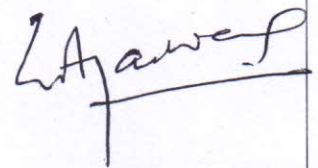
### **Clarification of Offers / Proposal**

To assist in the scrutiny, evaluation and comparison of offers, the University may, at its discretion, ask some or all Bidders for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the Tender process, the University, at its discretion, may ask for any technical

clarification to be submitted by means of facsimile by the Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to the University by means of courier / in person.

### **Address of Communication**

Any queries or communication in this regard should be addressed to the following officer at the address given below:



**The Registrar**

**Jiwaji University, Gwalior, Madhya Pradesh - 474011**

E-mail: [registrar@jiwaji.edu](mailto:registrar@jiwaji.edu)

**Instructions for Technical Bid Preparation**

Technical bid shall contain following documents duly self-attested. These documents shall be in the form of PDF files /, if required in Zip file. These documents needs to be digitally signed by the tenderer and uploaded in the technical bid during online bid preparation stage.

Earnest Money deposit (EMD): The tenderer should pay EMD by demand draft in favour of Registrar, Jiwaji University Gwalior, and Payable at Gwalior.

Tender shall be accompanied by an EMD of Rs 2,40,000/- as bid security through Online paid in favour of Registrar, Jiwaji University Gwalior. The EMD Details must also be submitted along with the Technical bid otherwise the tenders will not be accepted.

Refund of EMD: - The earnest money of unsuccessful bidders will be refunded soon after finalization of Tender. However the EMD of 2nd lowest bidder shall be released only after the execution of contract with L1 bidder.

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GST/ Sales Tax / VAT Clearance Certificate: Attested copy of Sales Tax / VAT clearance certificate mentioning clearance up to 31st March 2017 OR wherever applicable sales tax exemption certificate from sales tax authority. Challan copy will not be accepted.

Authentication for Documents: The responsibility to produce correct authentication for documents rests with the tenderer. If any documents is detected to be forged, bogus etc. the tender shall be rejected and EMD shall be forfeited.

Any contract entered under such condition shall also be liable to be cancelled at any time during its currency and further penal action like criminal prosecution, blacklisting etc. against the said contractor and / or the partners shall be instituted.

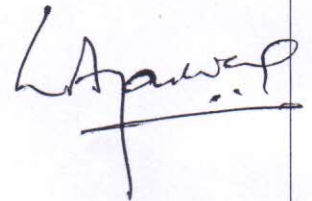
IF ANY OF THE ABOVE DOCUMENTS / INFORMATION AS MENTIONED ABOVE IS NOT ATTACHED WITH THE TENDER, THE TENDER IS LIABLE TO BE TREATED AS INVALID. Prime Bidder must also seal and signed each and every page of technical bid submitted online and in hardcopy to university along with tender copy.

However if any discrepancy is found in the administrative documents, which have no effects on the cost in price packet Envelope, the tenderer shall have to clarify / comply within the stipulated time, failing which their EMD shall be forfeited and further action of blacklisting them shall be initiated.

**Instructions for Commercial -Bid Preparation**

The Commercial Bid (Part-II) should contain the price. The cost should be quoted in Indian currency only. Tenderer should quote the price proforma mentioned in Annexures.

All financial offers must be prepared and submitted online (An online form will provided, during online bid preparation stage) and signed using individual's digital certificate. Date of opening of commercial bid will be informed accordingly. Commercial quote in any other format shall be rejected. Conditional offers shall not be considered and shall be treated as non-responsive.

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## SCOPE OF WORK

In order to achieve its goal of enabling its functions through IT/Automation, Jiwaji University is inviting proposals for engaging reputed bidders to undertake:

- ✓ Digitisation of historical and archived records
- ✓ Creating a managed repository (on cloud or in premises) of all digitized documents
- ✓ Development of an IT application through which all digital documents can be Searched, Viewed, Copied and Printed

1. Planning & Scheduling: Prepare a project-plan with Tasks, Timeline and Milestones for the implementation of the digitisation.
2. Business Process Analysis/System Study: The onsite team of Business Analysts shall study the existing documents, their condition, size/dimensions etc.
3. Based on the step-2, a step-by-step approach will be submitted
4. Setting up Infrastructure to implement solution
5. Development and Testing of application, periodic Demo to Stakeholders, Implement changes and acceptance.

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**Note:** Above mention requirement are minimum system requirements, selected bidder will do the requirement gathering/analysis and prepare detail requirement document(BRD).

**PAYMENT MILESTONES**

Payments shall be made against invoices raised by the selected firm as per the schedule below, after competing the work of following years.

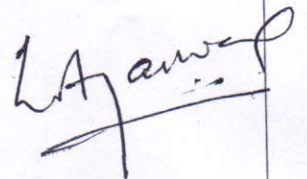
- a) 1964-1975
- b) 1975-1985
- c) 1985-1990
- d) 1990-1995
- e) 1995-2000
- f) 2000-2001
- g) 2001-2005
- h) 2006-2010
- i) 2010-2015
- j) 2015- Current

- Payment will be made based on defined and agreed milestone

**NOTE:**

- Payments towards each milestone will be released based on sign-off certificate issued by University officials.
- The payments for the support and maintenance services shall be made against submission of the Monthly Progress and Status Reports.
- The selected bidder shall obtain signed document from the Nodal Officer for this Project, mentioning that the monthly reports have been submitted and that the Support and Maintenance Services provided is of acceptable quality.

The invoice should be accompanied by the signed documents.



## **EVALUATION FRAME WORK**

The evaluation of bids will be based on Techno-Commercial Evaluation wherein Technical bid will carry 60% weightage and Commercial will carry 40% weightage.

### **General Evaluation**

Bidders, meeting the minimum eligibility criteria as mentioned in the RFP document and following parameters shall only be eligible for further Evaluation.

- ✓ Meeting ALL mentioned eligibility criteria
- ✓ Freshness of ideas and innovation
- ✓ Experience of digitization in big corporate setup
- ✓ Ability to bring more than expected (value addition)
- ✓ Ability to study other (India/Abroad) university system to include best applicable features
- ✓ Delivery Methodology
- ✓ Timeline
- ✓ Professionalism and Mannerism

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## Technical Evaluation

Bidders qualifying in General Evaluation will be technically evaluated. In Technical Evaluation, each bidder will be given certain marks based on RFP criteria

### Proforma-1

#### Technical Evaluation Chart

Technical Evaluation will be on following Technical Evaluation Chart

s.no	Parameters	Max Marks	Basis of marks of be awarded	
			Criteria	Marks
1	Turnover	20	5 Crore	20
			2.5 Crore	10
			1.0 Crore	05
2	Work Experience	20	10 Years	20
			05 Years	10
			03 Years	05
3	Digitalization Project handled (One Crore Each)	10	>5	10
			3-5	08
			0-3	04
4	Number of Software Professionals	10	05	10
5	Project Presentation	40	Based on Presentation	

For Technical Qualification Bidder should score minimum 75 marks. Financial Bid of only those bidders will be opened who will score minimum 75 marks.

#### **Final Evaluation of the Bids:**

The final selection of the bidder will be based on QUALITY AND COST BASED SELECTION(QCBS). There will be 70% weightage for Technical Evaluation and 30% for Financial Evaluation.

$$SF = 100 \times Fm/F$$

SF = Financial Score

Fm = ETP of lowest priced financial proposal

F = ETP of the financial proposal under consideration

ETP = Estimated Total Price

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## **AWARD OF CONTRACT**

### **Award Criteria**

After evaluation of the proposals and subsequent negotiations, a contract will be awarded to the most responsive bidder, whose proposal conforms to the RFP and is, in the opinion of University, the most advantageous and represents the best value to the project, price and other factors considered.

### **Notification of Award**

Prior to expiry of the validity period, University will notify in writing that the successful bidder's proposal has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful bidder is unable to furnish the Performance Bank Guarantee, University may invite the bidder which secures second rank in order of the total score of evaluation.

### **Signing of Agreement**

Once University notifies the successful bidder that its proposal has been accepted, University shall enter into a separate Agreement, incorporating all agreements (to be discussed and agreed upon separately) between University and the successful bidder. Registrar University may extend this Agreement for further period.

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**Performance Bank Guarantee**

The successful bidder shall at its own expense deposit with University, within fifteen (15) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled or nationalized bank acceptable to University, payable on demand, for the due performance and fulfillment of the contract by the Bidder.

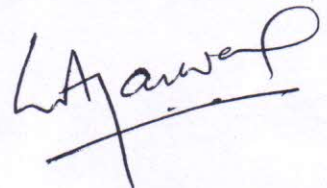
The Performance Bank Guarantee will be of 10% of the work order value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The PBG shall be valid till one year after completion of contract period.

In the event of the bidder being unable to service the Agreement for whatever reason, University would have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of University under the Agreement in the matter, the proceeds of the PBG shall be payable to University as compensation for the bidder's failure to perform/comply with its obligations under the Agreement.

University shall notify the System Integrator in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

University shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.



## Terms and Conditions

### **Project Timeline**

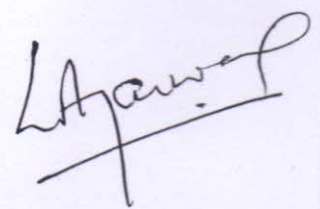
The project timeline is for 3 years from the date of signing of the contract. However, at any stage during the period of contract, if the University observe that the performance of the Consultant is not upto the desired level, University reserve the right to review the arrangement with the selected bidder.

### **Force Majeure**

The Consultant shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the Implementer and not involving the Implementer's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

If a Force Majeure situation arises, the Implementer shall promptly notify the University in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the University in writing, the SI shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the University and the SI shall hold consultations in an Endeavour to find a solution to the problem.

Notwithstanding the above, the decision of the University shall be final and binding on the Bidder consultant.

#### Resolution of Disputes

Jiwaji University and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Jiwaji University and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Jiwaji University and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to Vice –Chancellor Jiwaji University Gwalior .The award of the Arbitrators, and in the event of their not agreeing, the award of the Vice – Chancellor shall be final and binding on the parties. THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at Gwalior.

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**Privacy and Security Safeguards**

The successful Bidder shall not publish or disclose in any manner, without the University's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any University location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all University data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the University's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any University location.

**Confidentiality**

This document contains information confidential and proprietary to Jiwaji University. Additionally, the Bidder consultant will be exposed by virtue of the contracted activities to internal business information of JIWAJI UNIVERSITY, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder consultant, pre-mature termination of the contract, or legal action against the Bidder consultant for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of JIWAJI

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UNIVERSITY. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

**Adherence to Terms and Conditions:**

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

**Execution of SLA/NDA**

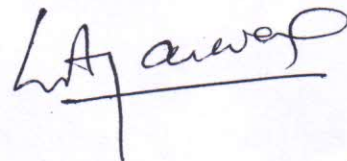
The System Integrator and University should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the University and (b) Non- disclosure Agreement. The System Integrator should execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment.

**Non-transferable Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

**Pre-Bid Meeting**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Jiwaji University intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Conference. The clarifications given in the Pre-Bid meeting will be available on the University's Website. University will let all bidders to have visit to examination center so as bidders can evaluate on requirement of examination module. Visit will be schedule on the date of pre-bid.



### **Opening of Offers**

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time.

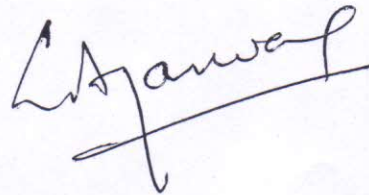
### **No Commitment to Accept Lowest or Any Tender**

Jiwaji University shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Jiwaji University reserves the right to make any changes in the terms and conditions of the RFP. Jiwaji University will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

### **Cancellation of Contract and Compensation**

The University reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the University on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

A handwritten signature in black ink, appearing to read 'L. J. Rawal', is written over a horizontal line.



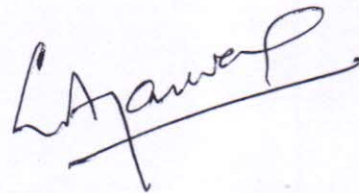
### **Limitation of Liability**

The aggregate liability of System Integrator in connection with this Agreement, the services provided by System Integrator for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the contract value.

### **Other Terms and Conditions**

University is a not-for-profit organization and is eligible for special prices available for Organizations. Bidders are requested to consider the same while giving commercial quote.

- 1) The bidder will provide Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required.
- 2) The bidder shall provide schedule of delivery, installation and commissioning. The responsibilities from both sides should be defined clearly against each milestone.
- 3) The bidder shall bear all costs associated with the preparation and submission of its proposal, attending Pre-Bid meeting or Product Walk through etc. University will provide no reimbursement for such costs.
- 4) Bidder should also propose require Hardware for the proposed solution. University will provide the require hardware at the data center of university choice.
- 5) Bidder should specify only a single solution as specified in scope of work, which is cost- effective and meets University requirement and should not include any alternatives.
- 6) Bidders shall indemnify, protect University against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from Infringement of any patent, trademarks, copyrights, agency/dealership etc., or



such other statutory infringements in respect of the entire software/hardware supplied by the bidder.

- 7) Bidder will sign a non-disclosure agreement (NDA) with University and it will be binding to the bidder's representative also.
- 8) While quoting the bidders should anticipate the licensing/version/product changes during the entire project period and should budget the same in their commercial proposal
- 9) The University reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services where equipment's are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.
- 10) University may interact with the customer references submitted by bidders, if required.
- 11) To assist in the scrutiny, evaluation and comparison of offers, University may, at its discretion, ask some or all bidder for clarification of their offer.
- 12) The University at its discretion may ask the bidders for the demonstration of all or some components/features of the hardware/software quoted by

*LA awaf*