

eProcurement System Government of Madhya Pradesh

Tender Details



Madh

Date : 23-Oct-2021 03:50 PM

Print

Basic Details

Organisation Chain	Devi Ahilya Vishwavidyalaya - Indore		
Tender Reference Number	CDOE/2021/RFP/01		
Tender ID	2021_DAVV_165005_1		
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	INDUSIND BANK
	2	INDUSIND NEFT/RTGS

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual /Technical	.pdf	RPF Document FEE, EMD FEE
		.pdf	Copy of Certificate of Incorporation, MOA, AOA, GSTIN, PAN, Certificate from CA - Positive Net worth
		.pdf	Certificate from the CA along with the copy of audited Balance sheet and P and L Statement
		.pdf	Infrastructure Certificate from HEI, Evidence of giving services as desired in SoW of this RFP
		.pdf	Experience certificate of years of providing services for Online Programs at Pan India level
		.pdf	Certificate from HEI for No of Students, Declaration being OEM, Undertaking on Letter Head
		.pdf	Copy of Certification, Self Declaration

			letter Non-Blacklisting, Duly Filled Set 3 (Technical Bid)
2	Finance	.xls	Format for uploading Financial bid

Tender Fee Details, [Total Fee in ₹ * - 21,359]

Tender Fee in ₹	20,000		
Processing Fee in ₹ (18.00 % GST Incl.)	1,359		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	5,75,000	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)**Work / Item(s)**

Title	Expression of Interest (EOI) for Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs				
Work Description	Expression of Interest (EOI) for Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs				
Pre Qualification Details	Page 18 of RFP				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	1,15,20,000	Product Category	Info. Tech. Services	Sub category	Ed. Tech
Contract Type	Tender	Bid Validity(Days)	120	Period Of Work(Days)	42
Location	Indore	Pincode	452001	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	EMRC DAVV Khandwa road
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	23-Oct-2021 04:00 PM	Bid Opening Date	16-Nov-2021 03:15 PM
Document Download / Sale Start Date	23-Oct-2021 04:00 PM	Document Download / Sale End Date	15-Nov-2021 03:00 PM
Clarification Start Date	23-Oct-2021 04:30 PM	Clarification End Date	15-Nov-2021 02:30 PM
Bid Submission Start Date	23-Oct-2021 04:30 PM	Bid Submission End Date	15-Nov-2021 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description		Document Size (in KB)
	1	Tendernotice_1.pdf	Expression of Interest (EOI) for Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs		15669.22
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	EOICDOE.pdf	Complete Specification of the tender	15657.34

2	BOQ	BOQ_190723.xls	Format for uploading Financial Bid	233.00
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Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	uedavi@gmail.com	Narendra Kumar Panjre	Narendra Panjre
2.	pvyas866@gmail.com	Pradeep Kumar Vyas	Pradeep Kumar Vyas
3.	vtokekar@ietdavv.edu.in	Vrinda Tokekar	VRINDA TOKEKAR
4.	tushar.banerjee@gmail.com	Tushar Banerjee	Tushar Banerjee

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	H	Form Based BoQ	No

Tender Inviting Authority

Name	Registrar DAVV
Address	Devi Ahilya Vishwavidyalaya, R.N.T. Marg, Indore 452001

Tender Creator Details

Created By	Narendra Kumar Panjre
Designation	Engineer
Created Date	23-Oct-2021 02:41 PM

**Expression of Interest (EOI) for
Selection of Agency for
Setting up Technical, Academic and Support
Infrastructure for Development, Launch and
Management of Online Programs**



**Centre for Distance and Online Education (CDOE)
(Earlier known as Directorate of Distance Education)
Devi Ahilya Vishwavidyalaya, Indore (MP)**

Chand *A. Rawe* *Dr* *A* *Pr*

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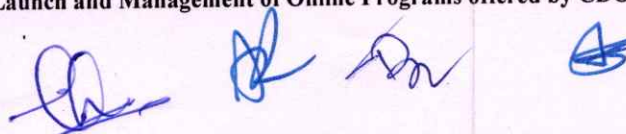
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Glossary

Terms	Meaning
CDOE	Centre for Distance and Online Education
DAVV	Devi Ahilya Vishwavidyalaya, Indore
DEB	Distance Education Board of UGC
UGC	University Grants Commission
ODL	Open and Distance Learning
OL	Online Learning
VC	Vice Chancellor
DA	Designated Authority
PBG	Performance Bank Guarantee
PQP	Pre-Qualification Proposal
NA	Not Applicable
RFP	Request for Proposal
PQ	Pre-Qualification
TQ	Technical Qualification
QCBS	Quality and Cost Based Selection

Invitation for Bids

Devi Ahilya Vishwavidyalaya, Indore (MP) is a state university accredited A+ grade by National Assessment and Accreditation Council (NAAC). Centre for Distance and Online Education (CDOE), (Earlier known as Directorate of Distance Education), is a University Teaching Department (UTD) of Devi Ahilya Vishwavidyalaya, Indore (MP). The department is offering MBA program in distance mode since 2006. In this academic session the department is planning to offer 04 postgraduate programs (02 MBA and 02 MA programs) in online mode.

In light of the latest Regulations 2020 of University Grants Commission for Open and Distance Learning Programmes and Online Programmes the Centre for Distance and Online Education (CDOE) invites bids from competent agencies for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs offered by the CDOE with ZERO CAPITAL EXPENDITURE (No Upfront Cost) by the DAVV.

For and on behalf of

Registrar,

Devi Ahilya Vishwavidyalaya, Indore (MP)

1. Introduction

Open and Distance Learning (ODL) and Online Learning (OL) are learning methods which focuses on open access to education and training. ODL and OL are common terms used for the use of telecommunication to provide enhance learning experience which is free from the constraints of time and place, and offering flexible learning opportunities to individuals and groups of learners. These two modes of education are growing rapidly and having substantial impact on overall education delivery systems. Development of Internet-based information technologies and ease of access of World Wide Web through devices affordable to mass community are prime factors responsible for rapid growth and popularity of ODL and OL programs.

1.1 Objective

The objective of offering these Open and Distance Learning (ODL) and Online Learning (OL) programs is to deliver the education in either in synchronous mode (in OL programs) or in asynchronous mode (in ODL programs) to the mass by removing barriers to education, and allow the students to study what they want, when they want and where they want.

In ODL programs the delivery of content is largely asynchronous where the learners get self-learning materials and prepare without much interaction with the faculty. In OL programs the delivery of education content is in synchronous mode where the teacher and learners interaction occurs using online mode rather than face-to-face interaction in conventional mode of learning.

1.2 Background

Devi Ahilya Vishwavidyalaya (DAVV), formerly University of Indore, is a premier University in Central India, has completed 54th years of establishment, educational commitment and services. It is the First State University of Madhya Pradesh which has been accredited with "A+" grade by NAAC. It was established in 1964, by an Act of Legislature of Madhya Pradesh. DAVV is an affiliating State University whose jurisdiction includes seven tribal dominated districts of Indore division. It is catering to the educational needs on one hand to the most industrially developed district of MP, Indore and on the other hand to the tribal and rural backward districts of the State. The University serves around 3,00,000 students every year through well qualified human resources, with diversified course structure, inter-disciplinary research and value-based education. The University is committed to following vision and mission which has been derived from its motto "*Dhiyo Yonah Prachodayat*".

Centre for Distance and Online Education (CDOE), (Earlier known as Directorate of Distance Education), is a University Teaching Department (UTD) of Devi Ahilya Vishwavidyalaya, Indore (MP). The department is offering MBA program in distance mode since 2006. In this academic session the department is planning to offer 04 postgraduate programs (02 MBA and 02 MA programs) in online mode.

In light of the latest Regulations 2020 of University Grants Commission for Open and Distance Learning Programmes and Online Programmes the Centre for Distance and Online Education (CDOE) is desiring to invite bids from competent agencies **on revenue sharing basis** for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of following Online Programs offered by the CDOE with ZERO CAPITAL EXPENDITURE (No Upfront Cost) by the DAVV.

Program Name*	Duration of Program	Content delivery and LMS Requirement	Mode of Assessment
MBA (Marketing, Finance, HR)	02 Years	Four quadrant approach in education as per UGC Regulation 2020 of ODL and OL program	As per UGC Regulation 2020 of ODL and OL program or process defined by DAVV
MBA (Energy Management)	02 Years	Four quadrant approach in education as per UGC Regulation 2020 of ODL and OL program	As per UGC Regulation 2020 of ODL and OL program or process defined by DAVV
MA (Economics)	02 Years	Four quadrant approach in education as per UGC Regulation 2020 of ODL and OL program	As per UGC Regulation 2020 of ODL and OL program or process defined by DAVV
MA (Sociology)	02 Years	Four quadrant approach in education as per UGC Regulation 2020 of ODL and OL program	As per UGC Regulation 2020 of ODL and OL program or process defined by DAVV

* Other programs which may be further approved by DEB-UGC/ DAVV in future

1.3 Definition of Terms

- 1.3.1 **"Agreement"** means the Agreement to be signed between the successful bidder and DAVV including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- 1.3.2 **"Bidder"** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Agency with whom DAVV signs the agreement for providing its services.
- 1.3.3 **"Contract"** is used synonymously with Agreement.
- 1.3.4 **"Contract Value"** means, the tentative amount collected by tuition fees as per the sample calculation based on assumed number of admissions as given in Section 5.1. Contract Value as calculated in Section 5.1 shall be treated as minimum value of contract. Actual value of the contract may decrease also. If the Actual Value is increased due to rise in the actual admissions or increase in the fees, then the Authority shall have the right to seek additional Performance Bank Guarantee and the increased penalties/liquidated damages etc. from the effective date of such increase in the Contract Value.
- 1.3.5 **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
- 1.3.6 **"Program"** means all the academic degree/diploma/certificate etc. as and when offered Centre for Distance and Online Education, DAVV and for which approvals have been received from UGC or any other competent authority.
- 1.3.7 **"Effective Date"** means the date on which this Contract is signed
- 1.3.8 **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 1.3.9 **"DAVV"** Devi Ahilya Vishwavidyalaya, Indore.
- 1.3.10 **'DAVV's Representative'** means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall coordination, supervision and project management.
- 1.3.11 **"Agency"** means A Firm/Company/Commercial Establishment/Agency which has to

provide services to Centre for Distance and Online Education (CDOE) of Devi Ahilya Vishwavidyalaya (DAVV), Indore for Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs as per the scope of work of this RFP.

- 1.3.12 **"Scope of Work"** means all Goods and Services, and any other deliverables as required to be provided by the **Agency** under this RFP.
- 1.3.13 **"Agency's Team"** means Agency's team, who has to provide Goods & Services to the designated authority under the scope of this Contract. This definition shall also include any and/or all of the employees of Consortium Members, authorized service providers and partners and representatives or other personnel employed or engaged either directly or indirectly by the Agency for the purposes of this Contract.
- 1.3.14 **'Service Level(s)'** means the service level parameters and targets and other performance criteria which will apply to all the Goods, Services and Deliverables as described in the RFP.
- 1.3.15 **"Service Provider"** same as Agency (1.3.11)
- 1.3.16 **'Service Specifications'** means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to Regulations of DEB and UGC applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the Agency to meet the desired criteria.
- 1.3.17 **"Purchase Order"** means the purchase order(s) issued from time to time by the designated authority (DAVV) to the Agency to provide Goods and Services as per the terms and conditions of this Contract.
- 1.3.18 **"Replacement Service Provider"** means the organization replacing Agency in case of contract termination for any reasons
- 1.3.19 **"Sub-Contractor"** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the designated authority and the heirs, legal representatives, successors and assignees of such person.
- 1.3.20 **"Services"** means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment

awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP.

- 1.3.21 **“Timelines”** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP.
- 1.3.22 **“Revenue Sharing”** means that DAVV will not invest on any of the services as mentioned in Scope of Work and the agency will offer the services and goods by sharing the fees collected from the students getting enrolled in Online Programs being offered by CDOE. There will be No capital cost to Devi Ahilya Vishwavidyalaya Indore and only per student usage charges (As percentage of fee) will be given to the agency.
- 1.3.23 **“Fees”** means only tuition fees as approved for the running academic session by the competent authority of the DAVV; semester or year wise; depending on Online Programs being offered by CDOE.
- 1.3.24 **“All fees”** means all fees paid by students throughout the tenure of the student at the Centre for Distance and Online Education, DAVV for all Semesters and years.
- 1.3.25 **“Examination Fees”** means fees charge by the DAVV for examination, evaluation and result processing purpose as approved for the running academic session by the competent authority of the DAVV; semester wise, year wise or subject wise; depending on Online Programs being offered by CDOE.
- 1.3.26 **“Scholarship or Fees Waiver”** means waiver in the tuition fees up to any percentage by the University or due to any scheme of the State or Central Government Agency/Department.



1.4 Bidding Data Sheet

S No	Particulars	Details
1.	Name of RFP issuing authority	Devi Ahilya Vishwavidyalaya, Indore
2.	Document Reference Number	<*****>
3.	Availability of the document	RFP is available and downloadable on MP e-procurement portal: www.mptenders.gov.in and www.dauniv.ac.in All subsequent changes to the RFP shall be published on the above mentioned websites.
4.	Start date and time for Purchase of RFP	<DDMMYY>, 17.00 Hours
6.	Last date and time for Purchase of RFP	<DDMMYY> +21 working Days, 13.00 Hours
7.	Last date of submission of Proposal	<DDMMYY> +21 working Days, 14.00 Hours Online at https://mptenders.gov.in
8.	Cost of RFP Document	INR 20, 000 to be paid online through e- Procurement portal
9.	Submission of pre-bid queries	Pre bid queries to be shared at ddedavv@outlook.com by <DDMMYY> Please refer format at Section 8.1
10.	Earnest Money Deposit (EMD)	INR 5.75 Lakhs (5% of approximated annual contract value) to be paid online through e- Procurement portal. Refer Section 5.1 (Please note that no exemption for EMD will be accepted)
11.	Performance Bank Guarantee	10 % of the approximated annual contract value (To be given within 15 days post issuance of Letter of Intent). Refer Section 5.1
12.	Date and Time of opening of Prequalification Proposal and Technical Proposal	<DDMMYY> +21 working Days, 16.00 Hours

13.	Date of opening of Financial proposal	To be decided later
14.	Duration of the project	3 Years and further extendable for 2 more years
15.	Method of Selection	Quality and Cost Based Selection (QCBS -70:30)
17.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact CDOE through email ddedavv@outlook.com
18.	Address for Communication	Director, Centre for Distance and Online Education, IET Campus, IET-DAVV, Khandwa Road, Indore (MP) – 452001

Several handwritten signatures in blue ink are present. One signature is at the top left, another at the top center, and a third at the top right. Below these, there are two more signatures, one on the left and one on the right, and a small mark at the bottom left.

2. Instruction to Bidders

This section specifies the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines all the terms and condition of this RFP

2.1 General

- 2.1.1 From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the CDOE, DAVV (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.
- 2.1.2 The bidder shall bear all costs associated with the preparation and submission of its Bid, and the CDOE, DAVV shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 2.1.3 Bidders should submit only one Bid.
- 2.1.4 The bids shall remain valid for the period of 45 days after the bid submission deadline date prescribed by the DAVV.
- 2.1.5 In exceptional circumstances, prior to the expiration of the bid validity period, the DAVV may request bidders to extend the period of validity of their bids. In case of bidder extending of the bid, the Bidder granting the request shall also extend the bid security/EMD for forty-five (45) more days beyond the deadline of the extended validity period.
- 2.1.6 Bidder has to submit duly notarized "Power of Attorney" as per the format provided in Section 8.2.6
- 2.1.7 Any bid NOT accompanied by an enforceable and compliant bid security (EMD) may be rejected by the DAVV as non-responsive.
- 2.1.8 The EMD of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Bank Guarantee. No interest will be payable by the DAVV on the amount of the EMD.
- 2.1.9 The EMD will be forfeited by DAVV on account of one or more the following reasons:
- If a bidder withdraws its bid during the period of bid validity
 - If the successful bidder fails to sign the contract in accordance with terms and conditions of this RFP.
 - Successful bidder fails to furnish Performance Bank Guarantee as specified in this RFP.
 - If a bidder submits conditional bid (prejudicial to the interest of the University)



- 2.1.10 After opening financial bid, Letter of Intent (LOI) will be given to the selected agency at the earliest.

2.2 Submission and Opening of Bids

- 2.2.1 Bidders who wish to participate in this selection process will have to register on "mptenders.gov.in". Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from any agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a digital Certificate need not procure a new digital certificate.
- 2.2.2 The prices should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- 2.2.3 Conditional bids are liable to be rejected.
- 2.2.4 The bids submitted by physical submission/fax/email shall not be entertained.
- 2.2.5 The MP e-Procurement Portal shall not permit the bidder to submit the bids after the deadline for submission of bids.
- 2.2.6 DAVV shall not be responsible for delay or non-receipt of the documents/bids.
- 2.2.7 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the DAVV may, at its discretion, seek any clarification from bidders.
- 2.2.8 If the Bidder does not provide clarifications about its bid by the date and time set in the DAVV's request for clarification, the bids shall be evaluated basis the information available with the DAVV.
- 2.2.9 DAVV reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.



2.3 Selection Process

2.3.1 Opening of Bids

- I. The Bids shall be opened by DAVV in presence of those Bidders or their duly authorized representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of DAVV from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- III. There will be three bid-opening events
 - a. **Set 1 (RFP Document Fee & Bid Security/ EMD) and Set 2 (Pre-Qualification bid)**
 - b. **Set 3 (Technical bid)**
 - c. **Set 4 (Financial bid)**
- IV. The venue, date and time for opening the Pre-qualification bid and Technical Bid are mentioned in the bidding data sheet (Section 1.2).
- V. The date and time for opening of Financial bid would be communicated to the qualified bidders.
- VI. The Technical bids and Financial Bids of only those bidders will be opened who clears the Pre- qualification stage.

2.3.2 Preliminary Examination of Bids

Evaluation Committee shall examine the bids to determine whether they are complete, documents have been properly signed and bids are generally in order. Any bid found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted

- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

2.3.3 Clarification on Bids

During the bid evaluation, DAVV may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.



3. Qualification and Evaluation Methodology

3.1 Pre-Qualification Criteria

Following criteria prescribed as the Pre-Qualification criteria for bidder interested in undertaking the project. The bidder shall fulfill the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. Claims without documentary evidence will not be considered.

S. No.	Parameter	Eligibility Criteria	Supporting documents required
1.	Legal Entity	i. A company incorporated in India under the Companies Act, 1956, 2013 and subsequent amendments thereto/ Firm/LLP ii. Should have GST Number iii. Should have a valid PAN Number	i. Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA) ii. GST Registration Copy iii. PAN Card
2.	Financial Strength	Bidder should have positive Net Worth for the last three financial years i.e. 2018-19, 2019- 2020 and 2020-2021.	Certificate from the Chartered Accountant for Positive Net Worth
3.	Financial Strength	The bidder should have minimum annual turnover of Rs. 25 crores. (Group turnover for subsidiary companies will be accepted)	Certificate from the Chartered Accountant along with the copy of audited Balance sheet and P&L Statement
4.	Infrastructure	The bidder should have already established and operational setup as desired for running OL Programs as per the norms in any Indian Public University.	Certificate from the University

5.	Experience	Experience of working with at least 05 NIRF Ranked or NAAC Grade equal or above "A" Universities offering DEB-UGC Approved Online Programs and giving services as desired in Scope of Work (Section 4) of this RFP	Evidence of giving services as desired in Scope of Work of this RFP
6.	Experience	Experience in years of providing services for Online Programs at Pan India level	Experience certificate of years of providing services for Online Programs at Pan India level
7.	Experience	Experience of handling 5,000 students at a time into various programs offered under OL Mode	Certificate from the University (ies)/HEI(s)
8.	Technology	The Bidder must - be OEM for LMS platform necessary for delivery of the Online Courses. No sub-contract or sub-letting of work or consortium of companies for Online Platform is permitted	Self-declaration of being the OEM
9.	Setup Time	Setup time required by the vendor once the purchase order is released and contract signed	Undertaking by the Agency on letter head
10.	Certification	ISO 9001, ISO 27000 and other industry standard certifications	Copy of Certificates
11.	Non-Blacklisting	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government (Central or State), Semi-Govt. & PSU in India in last five years (from the date of submission of bid)	Self-Declaration Letter duly signed by authorized signatory on company letter head as per format given in Section 8.2.7 of this RFP

3.2 Technical Eligibility Criteria

- 3.2.1 Technical Proposal for only those Bidders will be opened who have found to be in compliance with the Pre-Qualification Criteria.
- 3.2.2 Conditional bids are liable to be rejected.
- 3.2.3 The evaluation committee shall check Technical eligibility of the bidder based on criteria given in table below:

Technical Evaluation Criteria for providing Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs

Parameter	Eligibility criteria	Threshold	Marks
Financial Strength	Turn over	25 - 100 Crore	02
		> 100 Crore	03
Infrastructure	Already established and operational setup to conduct online programs and online examinations	No	0
		Yes	02
Experience	Experience of working with 05 NIRF Ranked or NAAC Grade equal or above "A" Universities offering DEB-UGC Approved Online Programs	= 05 Universities	05
		> 05 Universities	10
Experience	Experience of handling 5,000 students at a time into various programs offered under OL Mode	5000 - 10000	05
		> 10000	10
Experience	Experience of working in years with reputed Universities for Online Programs	01 - 02 Year	05
		> 02 Years	10
Setup Time	Setup time required by the vendor once the purchase order is released and contract signed	=> 06 Weeks	05
		< 06 Weeks	10
Certifications	Additional relevant industry standard certifications	Less than 02	0
		02 or above	05
--	Demonstration of the capabilities as per Scope of Work (SOW) given in section 4, Technical Presentation and answer to the queries of the committee	Evaluation as per Scope of Work (SOW) complete Section 4	50
Total Maximum Marks			100

Note: Sub contracted Purchase Orders/Work Orders shall not be allowed. The Technical Presentation will be held at DAVV, Indore and Bidder will have to make all the arrangements to attend the same according to the notified date and time on their own by following COVID Protocols.

3.3 Evaluation Process

The Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

Evaluation will be done on Quality and Cost Based Selection (QCBS) method with the following weightage:

Technical: 70%

Financial: 30%

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.4 The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a. Evaluation Committee shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".
- b. If the contents of the Set 1 are as per requirements, DAVV (Authorized Person/Persons) shall open the "Pre-Qualification Bid". **Each of the Pre-Qualification condition mentioned in Section 3.1 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- c. Financial bids for those bidders who don't pre-qualify will not be opened.

3.4.2 Stage 2: Technical Evaluation

- a. Evaluation Committee will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DAVV's discretion.
- b. Each Technical proposal will be assigned a technical score out of 100.



- c. Technical proposal of the bidders qualifying in the Pre- Qualification criteria will be opened and bidders may also be invited for any clarifications, if required.

3.4.3 Stage 3: Financial Evaluation

- a. All technically qualified bidders will be notified to participate in Financial Bid opening process.
- b. The Financial bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DAVV's discretion.
- c. The Normalized Financial score of the technically qualified bidders will be calculated, while considering the Total Cost of bid given by each of the Bidders in the Financial Bid as follows:

Normalized Financial Score of a Bidder = {100* Lowest Financial Price/ Bidders Price}

- i. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees and mentioned separately.
- ii. Any conditional bid would be rejected.
- iii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - a. If there is a discrepancy between words and figures, the amount in words will prevail."
 - b. If the Bidder does not accept the error correction, its Bid will be rejected and its EMD may be forfeited.

3.4.4 Stage 4: Final score calculation through QCBS

- i. The final score will be calculated through Quality and Cost selection method based with the following weight-age:

Technical: 70%

Financial: 30%

Final Score = (0.70* Technical Score) + (0.30* Normalized Financial Score)



3.4.5 Award Criteria

- i. The bidder with the highest final score shall be treated as the successful bidder.
- ii. In the event the Final scores are 'tied', the bidders whose score is tied securing the lowest (among all the tied bidders) financial score will be adjudicated as the Best Value Bidder for award of the Project.

3.4.6 Contract Signing

- i. After opening financial bid, Letter of Intent (LOI) will be issued to the selected agency at the earliest.
- ii. In case the bidder does not acknowledge the receipt of LOI within 3 days, DAVV will have all rights to select another bidder who has scored second highest overall score and issue them LOI.
- iii. After receipt of LOI, the selected bidder has to provide Performance Bank Guarantee equal to 10% of total value of the contract within 10 days.
- iv. Within a week from receiving of Performance Bank Guarantee, contract agreement will be signed between DAVV and selected bidder.

The image shows several handwritten signatures in blue ink. On the left, there is a single signature. In the center, there are two overlapping signatures. To the right of these, there is another signature. Below the central signatures, there is a checkmark.

4. Scope of Work

4.1 Detailed Scope of Work for Agency

The selected agency is expected to provide the services to the Centre for Distance and Online Education of DAVV for running Online Programs smoothly and effectively as per the prevailing UGC Regulations.

4.1.1 Overview of Infrastructure Required

The project envisages centralized cloud-hosted core application consisting of an Online Admission Management System, Learning Management System and Student Information System. The hosting Infrastructure should include necessary servers as required in the data centre together with other network infrastructure including firewalls, switches and storage. The infrastructure should include UPS and Power Generators to ensure uninterrupted power. The service provider should select the IT infrastructure and hosting environment that is best suitable for the proposed solution. The infrastructure and hosting should ensure highest level of security for the data and reliability of the services offered to students, at par or above with the industry standard.

The service provider will also be required to set a recording studio along with any infrastructure that is required by the team that will operate in the University Premises. The University will not be providing any IT infrastructure, software or manpower. University will charge rent for the given premises and there will be separate rent agreement between the parties.

All inventories including equipment, software, data storage devices, furniture, UPS, Power Generators, Stationary etc. purchased by the Agency shall be in the name of agency only.

The manpower deputed by the Agency in the University premises shall not have any claim on the University. Salary, allowances, Provident Fund, Life, Health and Professional Insurance of man power deputed shall be the sole responsibility of the Agency.

4.1.2 Software requirements

The broad software requirements are listed below. The service provider will however be required to provide all software that is necessary for provisioning the services envisaged in the proposal.

- The automation should be web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server.



- Should support interoperable, portable, and scalable applications, services, interfaces, data formats and protocols.
- The system should work on the latest version of the database systems.
- Integration of the core application with a payment gateway and messaging gateways.
- Implementation of a Learning management system for the students.
- Document management integrated with the admission management system
- Development of web portal for online enquiry, admissions, fees payment
- Mobile application for android/iOS to access the LMS
- Offline content viewing facility for the students.
- The infrastructure and hosting should ensure highest level of security for the data and reliability of the services offered to students, at par or above with the industry standard.

4.1.3 Details of SOW

In addition to the requirements as in Sections 4.1.1 and 4.1.2, details of Scope of Work are as below:

Activities

1. Infrastructural Set-up

- a. Cloud based Data Centre set-up & Maintenance
- b. Setting up the Admissions Management System, Student Management System integrated with Learning Management System and Managing it on day-to-day basis
- c. Setting up the University web site for Online programs and maintaining it
- d. Setting up the Mobile learning platform and maintaining/upgrading it
- e. Setting up the admission and fees payment gateway and managing it on day-to-day basis
- f. Setting up the messaging platform (SMS/Email/ Whatsapp like messaging app) for the University's Online Programs
- g. Setting up virtual classroom set up for University's Online Programs
- h. Setting up dedicated call centre

2. Content Creation & Set-up

- a. Setting up the content development & recording studio in the university and maintenance/management of its operations on day-to-day basis
- b. Providing access to digital content through LMS and Mobile App [Features minimum as per the Annexure IX of UGC Regulation 2020 (ODL and OL)]
- c. Recording, editing, finishing, uploading and managing of video content using university faculty.
- d. Digitization of raw content provided by university faculty
- e. Making the existing video content available to all students
- f. Customizing the video content as per University's syllabi
- g. Creation of self-assessment quizzes, practice tests as per video content/lectures and integrating them along with online/video lectures as guided by the faculty
- h. Creation of facility for discussion forums among students
- i. Creation of tracking mechanism of learning by the students
- j. Providing facility for virtual classes/live lectures by university professors
- k. University shall have the copyright of all contents produced by the service provider for the Online Programs of the University
- l. Medium of teaching may be English and/or Hindi

3. Student Acquisition Support

- a. Setting up dedicated social media presence of the CDOE
- b. Maintaining all social media page and handles
- c. Internet and Social Media marketing
- d. Telephonic call, email, chat, post based support for answering queries of prospective candidates on the behalf of CDOE
- e. Run social media campaigns to attract students throughout the year

4. Admission Management Set-up

- a. Automation of the admission management system for Online Programs for National (Govt ID based Verification) and International students (Passport based verification) as per the norms of the DAVV and/or UGC Regulation 2020 (ODL and OL)
- b. Setting up of the Online Fees Management System
- c. Setting up of the Payment Gateway
- d. Online scrutiny of admissions, report generation and fee reconciliation.
- e. Setting up the entrance exam process for the courses



5. Online Examination Management

- a. Setting up online examination platform for Online programs
- b. Digitization of question bank provided by University
- c. Provision of all variety of questions including MCQ, Short Answer, Long Answer etc.
- d. Consolidation of the students list (Regular/ Supplementary / Back log)
- e. Examination notification through website /email/SMS/ Whatsapp like messaging app
- f. Self-enrollment for examinations
- g. Examination fees payment and reconciliation
- h. Post Exam Management
- i. Result consolidation
- j. Provision to enable the student to download consolidated marks list
- k. Proctored Examination and other features as per the prevailing UGC Regulations

6. Reporting Support

- a. Software should provide various reports (student wise, year wise, program wise etc.) about the admissions, fees collected, backlogs etc. as and when required by the University or any other regulatory authorities like DEB-UGC, MP Higher Education Department etc.
- b. Support for registration and data sharing for Academic Bank of Credit of UGC
- c. In-house Accounting, Fees Collection, Expense MIS and HR MIS for all Online Programs

7. Student Support

- a. Setting up dedicated call centre based support infrastructure, phone numbers, email IDs, online ticketing/grievance handling system, support team
- b. Providing continuous call centre based support to students through call, email, online ticketing/grievance handling system
- c. Provision for Student and Teacher Communities through chat/discussion forums.
- d. Student should be able to raise the ticket for any issues or concerns.

8. Counseling Facility to Support Admissions

- a. Setting up online/telephonic counseling and program advising services for interested students
- b. Result Oriented Program Promotions and Professional Counseling Services using trained counselors.
- c. Helping the University promote its programs internationally



9. Apprenticeship and Placement Assistance

- a. Facilitating apprenticeship opportunities for all enrolled students from the date of start of the program
- b. Offering placement assistance to all graduating students
- c. Tie up with job/OJT/apprenticeship aggregators as well as employers for providing apprenticeship to all students and placements to successful candidates
- d. Arrange job fairs for facilitating apprenticeships and placements to the enrolled students.
- e. Ensuring the payment of monthly stipends to all apprentices as per minimum wages set by the government
- f. Reporting on the government portal for all statutory purposes
- g. Monitoring of the progress of the students for their On-job learning

Also,

- Initially University has approval of 04 Programs in Online Mode. Agency will provide the service to these programs as well as for all additional Programs for which University will get approval in future from the competent authority and/or regulatory body, on similar conditions and financial offer.
- Agency will assist CDOE, DAVV in soliciting and enrolling students in its Programs.
- Agency will Provide technology support services to CDOE, DAVV in all pre-admission and post-admission services to all the students enrolling for Programs from India or abroad as per the norms.
- Agency shall provide adequate technology support services, through internet marketing, search engine, social media, through offline information offices, and other means, as per agreed guidelines, to CDOE, DAVV to promote the programs and solicit students to pursue Programs. The cost of all media promotion and advertisement creation shall be borne by the Agency.
- Agency will create and maintain social media profile of the CDOE. Contents have to be approved from the CDOE, DAVV before making it public.
- Agency will collect the admission form, documents, from prospective and submit the same to CDOE, DAVV for processing the admission.
- Admission will be given only by the Admission Committee of the CDOE.
- Agency will assist in developing and provide infrastructure and technology for e-learning materials for all of Programs in association and approval from CDOE, DAVV



as per the Annexure VI and VII of UGC Regulation 2020 for ODL and OL Programs.

- After the approval from Hon'ble Vice Chancellor, University will assign Subject Matter Experts for the development of SLM and/or e-learning materials as per the UGC Regulation and the Agency will have to pay honorarium to those experts after development of the contents and quality approval.
- Agency will fulfill and will deliver services and goods as given in RFP irrespective of the number of students enrolled for the Program and irrespective of number of Programs.
- On all questions papers, assignments & question bank; IPR shall be of the University.
- Agency, will offer technology support in collating and scrutiny of each student admission form for further confirmation of admission to the student of CDOE, DAVV.
- Agency will provide technology support to CDOE, DAVV for inclusion in Academic Bank of Credit System of UGC.
- All technological infrastructure, software, LMS, contents, admission process, examination, assessment etc. must be **at least** in conformation with UGC Regulation 2020 (ODL and OL) and its amendments.
- Agency will never claim themselves as an authorized body, learning center, agent or franchise of the University. The role of the agency shall be strictly of service provider.
- Agency has to provide technological support for the integration of existing system.
- If in future University decides to conduct final examinations through any Govt or Govt recognized agency then the complete cost of the examination shall be borne by the Agency.

4.1.4 Duration of the Project Work

Duration of the project and contract agreement to be signed with selected bidder will be initially for 3 years that can be further extendable for 2 more years. Extension will be solely on the discretion of DAVV based on the performance of agency. Performance will be measured on the basis of various indicators mentioned in this RFP. The rates quoted in price bid will be valid throughout the validity of contract agreement. There will be no price adjustment in the subsequent years.

4.1.5 Implementation schedule

The project must be implemented and launched in 6 weeks time from the date of signing the contract ensuring that the system will be operational before the next admission cycle commences.

The agency should be able to provide services in respect of all the courses decided by the university and the new mode will be implemented to the new admissions as and when the

University decides to notify the same.

The agency has to provide a detailed implementation schedule including Infrastructure and content development in his response.

Agency will provide escalation matrix and complaint/grievance redressal mechanism with in guaranteed time limit.

5. Contract Value and Commercial Terms

5.1 Contract Value

Here is the sample calculation which shows the amount of tuition fees (from Indian National Students) may be collected from the already approved Online Programs:

S No	Program in Online Mode	Assumed Admissions	Yearly Fees Per Student (approved as on date)	Total Fees Collection in Rs. Lacs Year Wise of Contract				
				I	II	III	IV	V
1.	MBA	300	22000	66	132	132	132	132
2.	MBA (EM)	100	22000	22	44	44	44	44
3.	MA (Economics)	200	10000	20	40	40	40	40
4.	MA (Sociology)	200	10000	20	40	40	40	40
Total				128	256	256	256	256
Average Fees Collection in Five Years				$(128+256+256+256+256)/5 = 230.40$				
*Assuming 50% - 50% Sharing Model				115.20				

* This assumption does not indicate any base price or lower cap decided by the University. It is being used here only for the approximation of the contract value.

Above calculations are on the basis of assuming approximate admissions and approximate sharing with the agency with No Capital Investment. Hence, the approximate contract value to be considered as **Rs. 1.15 Crores for the first year based** on number of admissions as above.

5.2 Commercial Terms

5.2.1 DAVV will collect the fees in its designated account. Revenue will be shared with the selected Agency as per the agreement and as per the procedure of the University.

5.2.2 As mentioned in the background also, for setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs currently



offered and for future programs there will be No Upfront Cost borne by the DAVV.

- 5.2.3 Agency would collect the admission forms, documents from students.
- 5.2.4 Initially University has approval of 04 Programs in Online Mode. Agency will provide the service to these programs as well as for all additional Programs for which University will get approval in future from the competent authority and/or regulatory body, on similar conditions and financial offer.
- 5.2.5 Schedule of payment will be decided on mutually agreeable basis.
- 5.2.6 All direct, indirect, recurring expenses, for running existing and future online programs, towards social media and other media promotion, content creation, call center, admission counseling, software including LMS, hardware, furniture, furnishing, audio-video recording, storage media, power backup, network devices, maintenance and up gradation of hardware and software, software licenses, stationaries, man power, honorarium to subject matter experts for counseling sessions, online classes, content creation in 4 quadrants, lecture recording, question paper setting, evaluation, invigilation, remote proctoring examination etc. and the cost of all activities as per the Scope of Work (Section 4) shall be borne only by the Agency.
- 5.2.7 Honorarium to Program Coordinators, Course Coordinators and to the Course Mentors as approved by Hon'ble Vice Chancellor of DAVV shall be borne by the agency.
- 5.2.8 Salary; insurance, provident fund and other expenses, honorarium, allowances of Agency's Manpower deputed at University shall be borne only by the Agency.
- 5.2.9 Agency has to provide full and equal service to those students also who are getting Scholarship or any type of fees waiver.
- 5.2.10 Agency will not ask for the compensation from the University in the case of the students if they are availing any type of Fees Waiver or Scholarship.
- 5.2.11 Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- 5.2.12 If some students drop out the course midway, payment of remaining fee for the following terms for those drop outs will not be made.
- 5.2.13 The students would be provided with the total fees component as applicable for said program.
- 5.2.14 University will charge rent for the given premises and there will be separate rent agreement between the parties.



6. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected by the Agency to DAVV for the duration of this contract.

DAVV shall regularly review the performance of the services being provided by the Agency and the effectiveness of this SLA.

6.1 Definition

Service Level Agreement (SLA) is the agreement between the DAVV and the Agency bidding for the project. DAVV would monitor Agency's compliance of the SLA. SLA defines the responsibility of the Agency in ensuring the performance based on the agreed performance indicators.

6.2 Duration of SLA

6.2.1 These SLAs shall be valid for the entire duration of the contract. Agency will provide escalation matrix and complaint/grievance redressal mechanism with guaranteed time limit to resolve the issues.

6.3 Project Implementations Service Levels and Penalty Calculations

Sl. No.	Service Level	Penalty
1.	Technical, Infrastructure and Content Creation Support to include technology support services, through internet marketing, search engine, social media, through offline information offices, cloud based data center set up and maintenance, payment gateway and virtual classroom	Every instance of failure to meet the specified SLA 0.1 % of the total value of the project; this is capped to a maximum of 3 % per Quarter and 9 % per year
2.	Academic, Admissions & Online Examination Support to provide e-learning materials with technology to study for all of Programs in association and approval from CDOE, DAVV	Every instance of failure to meet the specified SLA 0.1 % of the total value of the project; this is capped to a maximum of 3 % per Quarter and 9 % per year

3.	Student Support to include support infrastructure, phone numbers, email IDs, online ticketing/grievance handling system, support team, counseling facility to support admissions	Every instance of failure to meet the specified SLA 0.1 % of the total value of the project; this is capped to a maximum of 3 % per Quarter and 9 % per year
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7. General Conditions of Contract

7.1 Contract and Interpretation

Law and Language

- 7.1.1 The Contract shall be governed by and interpreted in accordance with laws of India.
- 7.1.2 The language of the Contract shall be stated in the English/Hindi or both.

Time for Commencement and Completion

- 7.1.3 Agency shall commence work as per the period specified in the RFP. Agency shall thereafter proceed with the facilities in accordance with the time schedule specified in the implementation schedule and any refinements made in the Agreed and finalized project plan. Failure on the part of the agency to meet the timelines will entail DAVV to invoke the termination provision as contained herein.

Consortium

- 7.1.4 Consortium is not allowed at any stage.

General

- 7.1.5 **Notice:** All notices, requests or consents shall be sent to a Party hereto at its address, contact number and e-mail address specified in bidding data sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective:

- if sent by registered post, when delivered with deliver receipt
- if sent by person, when delivered with delivery receipt,
- if sent by e-Mail, followed by hardcopy with e-mail acknowledgement

Either Party may change its address, contact number and email address for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

Performance Bank Guarantee

- 7.1.6 Agency shall, within fifteen (15) days of the issuance of Purchase Order, provide an unconditional, irrevocable and continuing security for the due performance of the contract as per the Bidding data sheet. The format of the Performance Bank Guarantee is provided in section 8.5.



- 7.1.7 The Performance Bank Guarantee shall be valid for a period of 6 months beyond the expiry of the contract or any extended period. If the Performance Bank Guarantee is liquidated /encashed, in whole or in part, during the currency of the Performance Bank Guarantee or the term of the contract the Agency shall top up the Performance Bank Guarantee with the same amount as has been encashed within 15 days of such encashment without demur.
- 7.1.8 In the event of the Agency being unable to service the contract for reasons attributable to the Agency, DAVV would invoke the Performance Bank Guarantee. In the event the Agency has not been provided a notice / cure period for the relevant breach/default etc. under any other clause of this Agreement, the DAVV shall give 30 days' notice / cure period to Agency prior to invoking Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the DAVV under the Agreement in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the DAVV as compensation for any loss resulting from the failure of Agency to perform/comply its obligations under the contract. The DAVV shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Agency is in default.
- 7.1.9 The DAVV shall also be entitled to make recoveries from the Agency's bills, Performance Bank Guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- 7.1.10 In case the Project is delayed beyond the timelines as mentioned in RFP due to reasons attributable to agency, the PBG (any one or both, if not returned) shall be accordingly extended by the Agency till completion of scope of work as mentioned in RFP.

Taxes and Duties

- 7.1.11 For services supplied under this RFP, the agency shall be entirely responsible for all taxes, duties, license fees, etc., incurred.
- 7.1.12 All payments to the Agency shall be subject to the deductions of tax at source under Income Tax Act, and other applicable taxes, and deductions as provided for under any law, rule or regulation. DAVV shall provide the Agency with the original tax receipt of any withholding taxes paid by DAVV on payments under this contract within reasonable time after payment. All costs, damages or expenses which DAVV may have paid or incurred, for which under the provisions of the contract, the Agency is liable, the same shall be deducted by DAVV from any dues to the Agency.

- 7.1.13 Should the Agency fail to submit returns/pay taxes in times as stipulated under the Indian Income Tax Act and consequently any interest or penalty is imposed by the Indian Income Tax authority, the Agency, as the case may be shall pay the same.

7.2 Indemnity

- 7.2.1 The agency (the "Indemnifying Party") undertakes to indemnify Centre for Distance and Online Education and Devi Ahilya Vishwavidyalaya, Indore and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default or lack of due care.
- 7.2.2 Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Services provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by the Indemnified Party's misuse or modification of the Services; If any Services is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either
- (i) procure the right for Indemnified Party to continue using it, or
 - (ii) replace it with a non-infringing equivalent, or
 - (iii) modify it to make it non-infringing.
- 7.2.3 The indemnities set out in this Clause shall be subject to the following conditions:
- a) the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings;
 - b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at the Indemnifying Party's cost and expense, reasonably participate, through its attorneys or otherwise, in



such defence;

- c) if the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnified Party may participate in such defence at the Indemnifying Party's sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate;
- d) in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

7.3 Default

The failure on the part of Agency to perform any of its obligations or comply with any of the terms of the RFP and the Contract shall constitute an Event of Default on the part of the Agency. The events of default as mentioned above may include but not restricted to inter-alia the following:

- 7.3.1 Agency's Team has failed to perform any instructions or directives issued by the CDOE, DAVV which it deems proper and necessary to execute the scope of work or provide services under the RFP; and/or
- 7.3.2 here is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency; and / or
- 7.3.3 Agency's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- 7.3.4 Agency's Team has failed to comply with or adhere to perform its obligations under the terms & conditions of the contract.
- 7.3.5 Quality of products, deliverables and services consistently not being to the satisfaction of CDOE, DAVV
- 7.3.6 There is an undue delay in achieving the agreed timelines for delivering the services under this contract due to reasons solely attributable to the Agency;
- 7.3.7 If it comes to knowledge of DAVV that the Agency have been involved in any fraudulent or corrupt practices or any other practice of similar nature.



- 7.3.8 Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, DAVV shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions and providing a period of up to Sixty (60) days to enable the Agency to remedy the default/ deviances / omissions committed.

7.4 Termination

DAVV may, terminate the Contract in whole or in part by giving the Agency a prior and written notice of 60 days indicating its intention to terminate the Contract under the following circumstances:

7.4.1 Termination for breach

Where the Devi Ahilya Vishwavidyalaya, Indore is of the opinion that there has been such event of default on the part of the agency which has not been cured within 60 days' notice period.

7.4.2 Termination for Insolvency:

Devi Ahilya Vishwavidyalaya, Indore may at any time terminate the Contract with immediate effect, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Devi Ahilya Vishwavidyalaya, Indore. Upon such termination, Devi Ahilya Vishwavidyalaya, Indore shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Agency, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Devi Ahilya Vishwavidyalaya, Indore.

7.4.3 Termination for Convenience

Either party may terminate the Contract for convenience by giving 30 days prior written notice.

7.5 Arbitration

- 7.5.1 Devi Ahilya Vishwavidyalaya, Indore and the successful bidder shall make every effort to resolve amicably by direct informal or formal form of negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such negotiations, Devi Ahilya Vishwavidyalaya, Indore and the agency have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a

third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996. All Arbitration proceedings shall be held at Madhya Pradesh State and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

7.5.2 The decision of the arbitrator shall be final and binding upon both Parties.

7.6 Force Majeure

7.6.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemic, strikes, lockouts or other labor disputes, insurrections, civil commotion, war, enemy actions.

7.6.2 If a Force Majeure arises, the Agency shall promptly notify Devi Ahilya Vishwavidyalaya, Indore in writing of such condition and the cause thereof. Unless otherwise directed by Devi Ahilya Vishwavidyalaya, Indore, the Agency 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. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

7.7 Change Order

7.7.1 Devi Ahilya Vishwavidyalaya, Indore may at any time order the Agency through Notice, to make changes within the general scope of the Contract with relation to the services to be provided by the Agency as per scope of work of this RFP.

7.7.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the Agency's receipt of the Devi Ahilya Vishwavidyalaya, Indore's change order.



- 7.7.3 Upon receiving any revised requirement/advice, in writing, from the Centre for Distance and Online Education, DAVV or Devi Ahilya Vishwavidyalaya, Indore or Devi Ahilya Vishwavidyalaya, Indore's Representative, the Agency would verbally discuss the matter with Devi Ahilya Vishwavidyalaya, Indore's Representative.
- 7.7.4 In case such requirement arises from the side of the Agency, agency would also verbally discuss the matter with Devi Ahilya Vishwavidyalaya, Indore's Representative giving reasons thereof.
- 7.7.5 If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared in writing and signed by the Agency and Devi Ahilya Vishwavidyalaya, Indore to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- 7.7.6 The estimated cost and time impact indicated by Agency shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- 7.7.7 The final deciding authority on change order will be Hon'ble Vice Chancellor, Devi Ahilya Vishwavidyalaya, Indore.

7.8 Limitation of Liability

- 7.8.1 The liability of the Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, Services covered by the RFP and the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Annual Contract Value. The foregoing limitation of liability will not apply to indemnification obligations and confidentiality obligations of the Agency under this contract.

7.9 Audit, Access and Reporting

- 7.9.1 CDOE, DAVV reserves the right to inspect and monitor the quality of services at any given point.
- 7.9.2 CDOE, DAVV shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Agency of its obligations/functions in accordance with the standards committed to or required by DAVV.



7.10 Insurance Cover

Obligation to maintain Insurance:

- 7.10.1 The Agency shall take out and maintain, at its cost but on terms and conditions approved by DAVV, insurance against the risks, and for the coverages, as specified below:
- a. Employer's liability and workers' compensation insurance in respect of the Personnel of the Agency in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - b. Insurance against loss of or damage to the Agency's property used in the performance of the Services, and any documents prepared by the Agency in the performance of the Services.

7.11 Confidentiality

- 7.11.1 DAVV may share certain confidential information with the Agency and the Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard to such confidential information. The Agency shall use its best efforts to protect the confidentiality and proprietary of confidential information.
- 7.11.2 Additionally, the Agency shall keep confidential all the details and information with regard to the Project. The Agency shall use the information only to execute the Project.
- 7.11.3 DAVV shall retain all rights to prevent, stop and if required take the necessary punitive action against the Agency regarding any forbidden disclosure.
- 7.11.4 The Agency may share the confidential information with its employees and subcontractors but only strictly on a need to know basis. The Agency shall execute a corporate non-disclosure agreement with DAVV in the format provided by DAVV and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by DAVV with respect to this Project.
- 7.11.5 It is however clarified that confidential information does not include information which is lawfully available in the public domain.

7.12 Warranty of Services

- 7.12.1 The Agency warrants that all services under the contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in

performing services similar to the services under this Agreement. The Agency represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

7.13 Interpretation

In this Contract unless a contrary intention is evident:

- 7.11.1 The clause headings are for convenient reference only and do not form part of this contract
- 7.11.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 7.11.3 The word "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- 7.11.4 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 7.11.5 A word in the singular includes the plural and a word in the plural includes the singular;
- 7.11.6 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

7.14 Documents forming part of Agreement

- 7.14.1 The following documents shall be deemed to form and be read and constructed as part of the Contract viz.:
 - I. The Contract;
 - II. The RFP comprising of any corrigenda, clarification thereto;
 - III. The Proposal of the Agency as accepted by the designated authority along with any related documentation.
 - IV. The designated authority's Letter of Award;
 - V. The Agency's Acceptance of Letter of Award, if any;
 - VI. The Corporate Non-disclosure agreement and any other document to be submitted by the Agency and appended to this Agreement.

7.15 Ambiguities within Agreement

In case of ambiguities or discrepancies within the Contract, the following principles shall apply:

- 7.15.1 As between the provisions of RFP and any Corrigendum issued thereafter, the

provisions of the Corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;

7.15.2 As between the provisions of the Contract and the RFP and the Proposal, the Contract shall prevail;

7.15.3 As between any value written in numerals and that in words, the value in words shall prevail.

7.16 Commencement and Progress

7.16.1 The Agency shall commence the performance of its obligations in a manner as specified in the Scope of Work and other provisions of the Contract from the Effective Date.

7.16.2 Agency shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

7.16.3 Agency shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Specifications and that Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

7.16.4 Agency shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, training, safety and security practices. It shall employ appropriate advanced technology practices and safe effective equipment, machinery, material and methods applicable. Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the designated authority and shall, at all times, support and safeguard the designated authority 's legitimate interests in any dealings with Third parties.

7.17 Reporting Progress

7.17.1 Agency shall monitor progress of all the activities related to the execution of the Contract and shall submit to the designated authority, progress reports with reference to all related work, milestones and their progress during the contract period.

7.17.2 The designated authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the

Contract, after providing due notice to the Agency. The designated authority may demand and upon such demand being made, Agency shall provide documents, data, material or any other information pertaining to the Project which the designated authority may require, to enable it to assess the progress/ performance of the work / service under the Contract.

7.17.3 At any time during the course of the Contract, the designated authority shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by Agency of its obligations/ functions in accordance with the standards committed to or required by the designated authority and Agency undertakes to cooperate with and provide to the designated authority / any other agency appointed by the designated authority, all documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts pertaining to other projects. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the Agency failing which the designated authority may, without prejudice to any other rights that it may have issue a notice of default. Cost of acquisition of deliverables by the Agency is out of the purview of audit/inspections.

7.17.4 Without prejudice to the foregoing, the Agency shall allow access to the designated authority or its nominated agencies to all information which is in the possession or control of the Agency and which relates to the provision of the Services/Deliverables as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the designated authority to comply with the terms of the Audit, Access and Reporting provision set out in this Contract.

7.18 Project Plan

7.18.1 Within 15 calendar days of Effective Date of the contract, Agency shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the services. The Plan so submitted by Agency shall conform to the requirements and timelines specified in the Contract. The designated authority and Agency shall discuss and agree upon the work procedures to be followed for effective execution of the services, which Agency intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for



quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve Agency of any of his duties or responsibilities under the Contract.

7.19 Compliance with Applicable Law

- 7.19.1 Agency's Team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by the designated authority shall be applicable in the performance of the Contract and Bidder's Team shall abide by these laws. The Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Agency shall also adhere to all security requirement/regulations of DAVV as may be notified by DAVV during the execution of the work.
- 7.19.2 Agency entering in to the Contract accepts that its conduct shall at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Management and Control set out in the RFP.
- 7.19.3 Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Agency's Team shall adhere to all security requirement/ regulations of the designated authority during the execution of the work. Designated authority's employee also shall comply with safety procedures/ policy.
- 7.19.4 Participation in this bid means that the agency agrees for exclusive jurisdiction of the courts in Indore in connection with any dispute arising out of or in connection with this Agreement.

7.20 Statutory Requirements

- 7.20.1 During the tenure of the Contract the Agency shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the

performance of the Services under the Contract and nothing shall be done by Agency in contravention of any law, act and/ or rules/regulations etc. and shall keep designated authority indemnified in this regard.

7.21 Obligations of the designated authority (DAVV)

7.21.1 The obligations of the designated authority described in this clause is in addition to, and not in derogation of, the obligations mentioned in the RFP are to be read harmoniously. Without prejudice to any other undertakings or obligations of the designated authority under the Contract or the RFP, the designated authority shall perform the following:

- a. The designated authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, Acceptance Certificate(s), payments (if any) etc. to the Agency.
- b. The designated authority shall ensure that timely approval is provided to Agency as and when required, which may include approval of project plans, implementation methodology, documents, specifications, or any other document necessary in fulfillment of the contract.
- c. The designated authority's Representative shall interface with Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Designated authority shall provide adequate reasonable cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the designated authority is proper and necessary.
- d. The designated authority may provide on bidder's request, particulars/ information/ or documentation that may be required by Agency for proper planning and execution of work and for providing services covered under the contract and for which Agency may have to coordinate with respective vendors.



7.22 Assignment

- 7.22.1 All terms and provisions of the contract shall be binding on and shall inure to the benefit of DAVV, Agency and their respective successors and permitted assigns.
- 7.22.2 Except as otherwise expressly provided in this Agreement, the Agency shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- 7.22.3 DAVV may assign or novate all or any part of this Agreement and Schedules/Annexures, and the Agency shall be a party to such novation, to any third party contracted to provide outsourced services to the DAVV or any of its nominees.

7.23 Trademarks, Publicity

- 7.23.1 Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that the Agency may, upon completion, use the Project as a reference for credential purpose. Neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the contract, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that the Agency may include DAVV or its client lists for reference to third parties subject to the prior written consent of the Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

7.24 Independent Contractor

- 7.24.1 Nothing in the contract shall be construed as establishing or implying any partnership or joint venture between the Parties to the contract and except as expressly stated in the contract, nothing in the contract shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:
- i. Incur any expenses on behalf of the other Party;
 - ii. Enter into any engagement or make any representation or warranty on behalf of the other Party;
 - iii. Pledge the credit of or otherwise bind or oblige the other Party; or
 - iv. Commit the other Party in any way whatsoever without in each case obtaining the other Party's prior written consent.



7.25 Representations of Agency

7.25.1 The Agency hereby represents as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

- (i) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (ii) It has the power and the authority that would be required to enter into this Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Agreement and to provide services sought by the Purchaser under this Agreement;
- (iii) It and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the RFP and this Agreement;
- (iv) It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Agreement;
- (v) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (vi) There are, to the best of its knowledge, no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may materially impair its ability to perform any of its material obligations under this Agreement;
- (vii) It has, to the best of its knowledge, complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;



- (viii) To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to DAVV or its nominated agencies in relation to the any consents contains any untrue or misleading statement of material fact or omits to state a material fact necessary to make such representation not misleading.

7.26 Performance Bank Guarantee

- 7.26.1 Agency shall, within fifteen (15) days of the issuance of Purchase Order, provide an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank or schedule Bank acceptable to DAVV payable on demand for the due performance and fulfillment of the contract by the successful bidder. The format of the Performance Bank Guarantee is provided in Section 8.5.
- 7.26.2 The Performance Bank Guarantee shall be valid for a period of 6 months beyond the expiry of the contract. If the Performance Bank Guarantee is liquidated in whole or in part, during the currency of the Performance Bank Guarantee, the Agency shall top up the Performance Bank Guarantee with the same amount as has been encashed/liquidated within 15 days of such liquidation without demur.
- 7.26.3 The Performance Bank Guarantee shall be denominated in the currency of the contract.
- 7.26.4 This Performance Bank Guarantee will be for an amount equivalent to **10% of the annual contract value**. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- 7.26.5 The Performance Bank Guarantee may be discharged/returned by DAVV being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- 7.26.6 In the event of the successful bidder being unable to service the contract for whatever reason, DAVV would invoke the PBG. Not with standing and without prejudice to any rights whatsoever of DAVV under the contract in the matter, the proceeds of the PBG shall be payable to DAVV as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract. DAVV shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days indicating the contractual obligation(s) for which the successful bidder is in default.



8. Bidding Format

8.1 Format for submission of Queries

[ON BIDDERS LETTERHEAD]

To,
The Registrar,
Devi Ahilya Vishwavidyalaya,
RNT Marg, Indore, Madhya Pradesh – 452001

Date: DD/MM/YYYY

Sub: Submission of Clarification by <<Agency/ firm name>>

Ref: Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs offered by CDOE, DAVV, Indore.

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

#	Clause No in RFP	Page Number	Existing Clause	Query/Remarks

Date:

Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:

8.2 Format for Pre-Qualification Proposal

8.2.1 Checklist for Pre-Qualification Proposal (Refer Clause No. 3.1 of RFP)

S. No.	Form	Form Description	RFP Reference (Section)	Y/N
1.	PQP-1	Incorporation Certificate	Section 3.1 (Refer Section 8.2.2 for Sample Format)	
		Copy of MOA		
		Copy of AOA		
2.	PQP-2	GSTN Certificate	Section 3.1 (Refer Section 8.2.2 for Sample Format)	
		PAN		
3.	PQP- 3	Certificate of Positive Net worth	Section 3.1	
4.	PQP- 4	Turnover Certificate	Section 3.1 (Refer Section 8.2.3 for Sample Format)	
		Audited Balance Sheet		
		P&L Statement		
5.	PQP- 5	Infrastructure - Certificate from a University where already working	Section 3.1	

6.	PQP- 6	Evidence of experience of working with at least 05 NIRF Ranked or NAAC Grade equal or above "A" Universities offering DEB-UGC Approved Online Programs and giving services as desired in Scope of Work (Section 4) of this RFP:	Section 3.1	
		Infrastructural Set-up		
		Content Creation & Set-up		
		Student Acquisition Support		
		Admission Management Set-up		
		Online Examination Management		
		Reporting Support		
		Student Support		
		Counseling Facility to Support Admissions		
		Apprenticeship and Placement Assistance		
7.	PQP- 7	Experience certificate of years of providing services for Online Programs and number of students handled at Pan India level	Section 3.1 (Refer Section 8.2.4 for Sample Format)	
		Certificate of experience in Years		
		Certificate of number of Students		
8.	PQP- 8	Certificate for being OEM for LMS platform necessary for delivery of the Online Courses.	Section 3.1	

9.	PQP- 9	Undertaking for Setting up the services within the time offered by the vendor once the purchase order is released and contract signed	Section 3.1	
10.	PQP- 10	ISO 9001, ISO 27000 and other industry standard certification	Section 3.1	
11.	PQP- 11	Self-Declaration of Non- black listing on company letter head duly signed by authorized signatory.	Section 3.1 (Refer Section 8.2.5 for Sample Format)	
12.	PQP- 12	Power of Attorney	Refer Section 8.2.6 for Sample Format	

Date:

Seal & Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:







8.2.2 Format for Particulars of the Bidder

Details of the Bidder (Agency)		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private/LLP etc.)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 20-21: FY 19-20: FY 18-19:
L.	GSTIN Number	
M.	PAN	
N.	EMD Details	Instrument: Performance Bank Guarantee / Demand Draft PBG No. / DD No.: Date: Amount Bank Name:

Date:

Seal & Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:

8.2.3 Certificate for having minimum annual turnover of Rs. 25 crores

This is to certify that M/s. _____ has annual average turnover of Rs. <> from <type of business/ Providing Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs or other similar services including apprenticeships and other employability solutions to the Universities>.

The details of annual turnover for the last five financial years are as follows:

Sr. No.	Financial Year	Details of Annual Turnover from similar services as desired in RFP
1	2020-21	
2	2019-20	
3	2018-19	
4	2017-18	
5	2016-17	

Note: This certificate should be certified by Chartered Accountant (Auditor of the Agency).



8.2.4 Experience certificate of providing similar services as given in Scope of Work of this RFP at Pan India level

This is to certify that M/s. _____ has worked with _____ (Name of Universities) in the _____ (Year) for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of our Online Programs. The details of services provided by M/s. _____ are as follows:

Sr. No.	Year	Details of services provided (Refer Section 4)	Number of students handled
1			
2			
3			
4			
5			

Note: This certificate should be issued on letter head of University and certified by competent authority of University. Alternatively, a copy of the services agreement with the university must be annexed that should clearly show the services being taken by the University.

8.2.5 Format for Self-declaration by bidder for not being blacklisted

[ON BIDDERS LETTERHEAD]

To,
The Registrar,
Devi Ahilya Vishwavidyalaya,
RNT Marg, Indore, Madhya Pradesh – 452001

Date: DD/MM/YYYY

Sub: Declaration of Non Black listing for corrupt or fraudulent practices with any of the Government (Central or State), Semi-Govt. & PSU in India in last five years (from the date of submission of bid)

Ref: Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, DAVV, Indore

(Bidding Document No: _____)

Dated: ____/____/____)

Sir/Madam,

In response to the above mentioned RFP I, _____, as _____ <Designation> _____ of M/s _____, hereby declare that our Agency/ Company/ Firm _____ is having unblemished past record and is not currently declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Date:

Seal & Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:



8.2.6 Format for Power of Attorney

POWER OF ATTORNEY

Date: DD/MM/YYYY

Know all men by these presents, we (Name of the firm) registered at.....
..... (Registered address) do hereby irrevocably constitute, nominate appoint
and authorize Mr./Ms./Mrs., son of presently residing at
.....(Residential Address) acting as (Designation), as Authorized Signatory and whose
signature is attested below, 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 Proposal for award of
Agreement "Request for Proposal **For Selection of Agency for Setting up Technical,
Academic and Support Infrastructure for Development, Launch and Management
of Online Programs, offered by CDOE, DAVV, Indore, vide Invitation for RFP No
dated DD/MM/YYYY issued by Registrar, DAVV, Indore.**

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
and shall always be deemed to have been done by us.

Date: Seal & Signature of Authorized Representative of Agency :
Name of Authorized Representative of Agency :
Designation of Authorized Representative of Agency :
Full Address of Agency :
Telephone No. of Agency :

(Attested signature of Attorney) Name :

Designation and Firm :

The block contains several handwritten signatures in blue ink. There are three distinct signatures on the left side, and two more on the right side. The signatures are stylized and appear to be in cursive or a similar fluid script.

8.3 Formats for Technical Proposal

8.3.1 Checklist for Technical Proposal

S. No.	Form	Form Description	RFP Reference (Section)	Y/N
1.	TECH-1	Turnover Certificate from Chartered Accountant (Auditor)	Section 3.2 (Refer sample Format 8.2.3)	
2.	TECH-2	Certificate of already established and operational setup to conduct online programs and online examinations	Section 3.2	
3.	TECH- 3	Certificate of working with 05 NIRF Ranked or NAAC Grade equal or above "A" Universities offering DEB-UGC Approved Online Programs	Section 3.2	
4.	TECH- 4	Experience of handling 5,000 students at a time into various programs offered under OL Mode	Section 3.2 (Refer sample Format 8.2.4)	
5.	TECH- 5	Experience of working in years with reputed Universities for Online Programs	Section 3.2 (Refer sample Format 8.2.4)	
6.	TECH- 6	Self-Certificate for Setup time required by the vendor once the purchase order is released and contract signed	Section 3.2	
7.	TECH- 7	Additional relevant industry standard certifications	Section 3.2	
8.	TECH- 8	Detailed Project Plan	Section 7.18	

Date:

Seal & Signature of Authorized Representative of Agency:

Name of Authorized Representative of Agency:

Full Address:

Telephone No.:

8.3.2 Format for Technical Proposal Cover letter

[ON BIDDERS LETTERHEAD]

To,

Date: DD/MM/YYYY

The Registrar,

Devi Ahilya Vishwavidyalaya,

RNT Marg, Indore, Madhya Pradesh – 452001

Sub: Letter for Submission of Pre-Qualification Proposal by <<Agency/ firm name>>

Ref: Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, DAVV, Indore

(Bidding Document No: _____)

Dated: ____/____/____)

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our services as required and outlined in the RFP.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to **The Registrar, Devi Ahilya Vishwavidyalaya, RNT Marg, Indore, Madhya Pradesh – 452001** is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 45 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and

placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

Date: Signature of Authorized Representative of Agency :
Name of Authorized Representative of Agency :
Designation of Authorized Representative of Agency :
Full Address of Agency :
Telephone No. of Agency :


8.4 Financial Bid Format

8.4.1 Format for Financial Proposal Cover Letter

[ON BIDDER'S LETTERHEAD]

To,
The Registrar,
Devi Ahilya Vishwavidyalaya,
RNT Marg, Indore, Madhya Pradesh – 452001

Date: DD/MM/YYYY

Sub: Covering letter for Financial Proposal for referred Bidding Document

Ref: Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, DAVV, Indore,

(Bidding Document No: _____)

Dated: __/__/____)

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the Agency and carry out the work as and outlined in the RFP. We have carefully read and understood the terms and conditions of the RFP applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions.

We declare that our prices are as per the conditions/ specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document.

We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid throughout the contract agreement period.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP. We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the bid completely with or

without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ Agency and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative of Agency :

Name of Authorized Representative of Agency :

Designation of Authorized Representative of Agency :

Telephone No. of Authorized Representative :

Full Address of Agency :


8.4.2 Format for Price Bid

Following is only the sample price bid format. Price bid has to be submitted ONLY on the portal in online mode.

Tuition Fees* Share	
(*As approved by the Fees Committee and Hon'ble EC of the DAVV)	
Share of the Agency <Name, Address>	Share of the DAVV

There will be Zero Capital Investment (No Upfront Cost) to the DAVV for Scope of Work as given in this RFP.

Date:

Seal & Signature of Authorized Representative of Agency :

Name of Authorized Representative of Agency :

Designation of Authorized Representative of Agency :

Telephone No. of Authorized Representative :

Full Address of Agency :

8.5 Format for Performance Bank Guarantee

Date: DD/MM/YYYY

To,

The Registrar,

Devi Ahilya Vishwavidyalaya,

RNT Marg, Indore, Madhya Pradesh – 452001

Sub: Performance Bank Guarantee

Ref: Selection of Agency for Setting up Technical, Academic and Support Infrastructure for Development, Launch and Management of Online Programs, offered by CDOE, DAVV, Indore, (Bidding Document No: _____ Dated: __/__/__).

Dear Sir/ Madam,

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956/2013, having its registered office at <address of the bidder>, (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (The Registrar, Devi Ahilya Vishwavidyalaya, RNT Marg, Indore, Madhya Pradesh – 452001) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable Performance Bank Guarantee of amount 10% of contract value in favor of The Registrar, Devi Ahilya Vishwavidyalaya, RNT Marg, Indore, Madhya Pradesh – 452001 for an amount <<.....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this Performance Bank Guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not

exceeding the sum of amount <<.....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 30 Months.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against The Registrar, Devi Ahilya Vishwavidyalaya, RNT Marg, Indore, Madhya Pradesh – 452001. We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Bank Guarantee is restricted to amount <<.....>>), and shall continue to exist, subject to the terms and



conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Indore (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2021.

Yours faithfully,

For and on behalf of the

Bank, (Signature)

Designation

(Address of the Bank)

Note:



This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

***** END OF THE DOCUMENT *****

