

GOVERNMENT OF HARYANA

**DEPARTMENT OF MEDICAL EDUCATION &
RESEARCH, HARYANA**



REQUEST FOR PROPOSAL

**Selection of Solution Provider/System Integrator
for Implementation of “Student & Faculty
Lifecycle Management System (SFLMS) in Five
(5) Govt. Medical Institutions in the State of
Haryana at Karnal, Rohtak, Nuh, Sonapat and
Faridabad”**

2025-26

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select the Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Associate	As defined in Clause 2.1.18
Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidder	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.5
Agreement	As defined in Clause 1.1.3
Conflict of Interest	As defined in Clause 2.2.1 (c)
Control	As defined in Clause 2.1.18
Damages	As defined in Clause 2.2.1 (c)
Demand Draft	As defined in Clause 2.19.1
Document Fee	As defined in Clause 1.2.1.1
Enclosures to Bid	As defined in Clause 2.10.6
e-Procurement Portal	As defined in Clause 1.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Financial Bid	As defined in Clause 1.2.2
Financial Capacity	As defined in Clause 2.2.2
First Round of Bidding	As defined in Clause 3.8.3
Government	Government of India
LOA	As defined in Clause 3.8.5
Net Worth	As defined in Clause 2.2.2
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Second Round of Bidding	As defined in Clause 3.8.3
Selected Bidder	As defined in Clause 3.8.1
Subject Person	As defined in Clause 2.2.1 (c) (i)
Technical Bid	As defined in Clause 1.2.2
Technical Capacity	As defined in Clause 2.2.2
Third Round of Bidding	As defined in Clause 3.8.4
Tie Bid	As defined in Clause 3.8.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

SECTION 1

INTRODUCTION

1.1. Background

The Government of Haryana (GoH) through Director, Department of Medical Education & Research (DMER), Haryana (the "**Authority**") having office at 4th Floor, DHL Square, Plot no. 9, IT Park, Sector-22, Panchkula, Haryana - 134112, invites Bids, for the purpose of this Project in accordance with the terms and conditions of this RFP.

- 1.1.1 The Authority is engaged in providing high quality medical education and research facilities to the students through establishment and regulations of world class medical, dental and paramedical educational institutions and as part of this endeavour, the Authority has proposed to initiate a platform for comprehensive management of Student and Faculty Lifecycle to enhance the operations and functioning of works across the Medical Colleges and Universities across the state. Accordingly, the Authority has invited proposals from Bidders for "Selection of a Service Provider/System Integrator for Implementation of Student Faculty Lifecycle Management System (SFLMS)" (the "**Project**") for Kalpana Chawla Government Medical College, Karnal, Shaheed Hasan Khan Mewati Government Medical College, Nalhar, Nuh, Pt. B.D. Sharma PGIMS, Rohtak, Bhagat Phool Singh Government Medical College, Khanpur Kalan, Sonipat, and Atal Bihari Vajpayee Government Medical College, Faridabad. Hence, the Authority has decided to carry out a single stage two steps, online Bidding Process for selection of the Bidder to whom the Project may be awarded.
- 1.1.2 The brief scope of work and payment terms are stated in the Annexure-5 of this RFP.
- 1.1.3 Intentionally left blank.
- 1.1.4 Intentionally left blank.
- 1.1.5 The Authority and Selected Bidder shall enter into an Agreement sets forth the detailed terms and conditions including the scope of the services and obligations of the Bidder.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the

Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims in this regard on any account shall be entertained by the Authority.

- 1.1.7 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP, as modified, altered, amended and clarified from time to time by the Authority and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**") and all Bids shall be prepared and submitted in accordance with the terms of this RFP on or before the bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2. Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage two envelopes selection process on Least Cost Basis (LCB) as detailed in clause 3.8.3 of this RFP, consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bidding Documents in its entirety will be available for download from the website [\[etenders.hry.nic.in\]](http://etenders.hry.nic.in), ("**e-Procurement Portal**") from the date mentioned in the Clause 1.3.

For purpose of tender submission, only e-Procurement portal to be accessed by tenderer at [\[etenders.hry.nic.in\]](http://etenders.hry.nic.in). To participate in the Bidding Process, the Bidder should complete all stages of registration, download from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents at least one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e-Procurement Portal. The Bidders are required to register on e-Procurement Portal. Bidders are required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit e-Procurement Portal for the details related to online registration and submission of Bids.

The Bidders will be examined to check if their Bid is responsive as per the terms of Clause 3.2.1 of this RFP. The Bids found to be responsive will be evaluated to check whether they fulfil the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project.

The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria hereof would be opened and evaluated for the purpose of identifying the Selected Bidder (the “Qualified Bidders”).

- 1.2.1.1 The Bidder shall pay to the Authority a non-refundable sum of Rs. 17,700 (Rupees Seventeen Thousand Seven Hundred only) by way of Demand Draft/Online, as the cost of downloading the Bidding Documents (**“Document Fee”**).

For the avoidance of doubt, no exemption from payment of Document Fee is permitted. Further, a scanned attested copy of the Demand Draft/Receipt of online payment of the Document Fee shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal and the original demand draft/receipt of online payment shall also be submitted along with the physical submission of the Technical Bid.

- 1.2.2 Eligibility and qualification of the bidder (The **“Bidder”**) will be first examined based on the details submitted (**“Technical Bid”**) with respect to eligibility and qualifications criteria prescribed in this RFP. The eligible bidder shall be called upon to make a Technical Demonstration Presentation setting out their demonstration of their solution, at a later stage as deemed feasible by the Authority. The Bids shall be evaluated, and Technical Marks will be allocated based on Technical Capacity, Financial Capacity and Conceptual Design. The financial bid submitted online (**“Financial Bid”**) of only Qualified Bidders (who score minimum 70 marks in the evaluation process defined under Clause 3.3.2) shall be opened. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders. In case a bidder submits Financial Bid in hard, its bid shall be liable for rejection.

GOI has issued guidelines (see Annexure-4 of Appendix-IA of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process as applicable. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process.

Bidder must follow the server time that is being displayed on bidder's dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc.

- 1.2.3 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the Bid Due Date.
- 1.2.4 Any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.5 The Bidder is required to deposit, along with its Bid, a Bid Security of INR 10 Lakhs (**"Rupees Ten Lakhs"**), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have to provide Bid Security in the form of a demand draft/online as acceptable to the Authority. The Demand Draft provided shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the State e-Procurement Portal.
- 1.2.6 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.7 Financial Bid shall be invited under this RFP on the basis of the lowest financial quote comprising of lumpsum Contract Price ("Contract Price").
- 1.2.8 Intentionally left blank.
- 1.2.9 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. Further, other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to the officer designated in Clause 2.11.5 below. The e-mail shall clearly bear the following subject:

"Queries/Request for Selection of a Service Provider/System Integrator for Implementation of Student Faculty Lifecycle Management System (SFLMS)".

The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to:

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

1.3. Schedule of e-Procurement Activities

Sl. No.	Description	Details
1.	Name of Work	Implementation of "Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad"
2.	Duration of Work	12 months from the date of award [6 months for implementation (Go Live), followed by 48 months of O&M]
3.	E-tender fee	INR 1,180 (Rupees One Thousand One Hundred and Eighty only)
4.	Tender Document Fee to be submitted in form of Demand Draft (DD)/Online	INR 17,700 (Rupees Seventeen Thousand Seven Hundred only) (Including GST @ 18 %)

5.	Earnest Money Deposit (EMD) to be submitted in form of DD/Online	INR 10,00,000 (Rupees Ten Lakhs only)
6.	Method of Selection	Least Cost Basis
7.	Start Date of RFP Download and Bid Submission	03.04.2025 from 04:00 P.M. IST
8.	Last date and time to receive pre-bid queries through e-mail (dmer-hry@nic.in)	16.04.2025 till 04:00 P.M. IST
9.	Date and Time of Pre-bid meeting (in-person) at DMER office	17.04.2025 at 11:00 A.M. IST
10.	DMER's response to Pre-bid queries	23.04.2025 by 05:00 P.M. IST
11.	Last date and time to upload the bids/ Bid due date (online)	07.05.2025 by 04:00 P.M. IST
12.	Physical Submission of Demand Draft for Tender Document Fee and EMD	08.05.2025 (From 11:00 A.M. to 04:00 P.M. IST)
13.	Date of opening of Technical Bid	09.05.2025 at 11:00 A.M. IST
14.	Declaration of Eligible/Qualified Bidders	To be intimated at later stage
15.	Date of Technical Demonstration Presentation	To be intimated at later stage
16.	Date of opening of Financial Bid	To be intimated at later stage
17.	Letter of Acceptance (LOA)	To be intimated to the selected bidder
18.	Validity of Bid	120 days from the last date for submission of bids/Bid due date
19.	Acknowledging the LOA and submission of its receipt	Within 7 (Seven) days of receipt of LOA by the Bidder.
20.	Signing of Agreement	Within 30 (Thirty) days of receipt of LOA by the Bidder.
21.	Submission of Performance Security @ 5% of the Contract Value	Within 30 (Thirty) days of issue of the LOA

The Authority shall endeavour to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

SECTION-2

INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project.
- 2.1.2 Intentionally left blank.
- 2.1.3 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Agreement shall have meaning assigned thereto in the Agreement.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.5 The Bid shall be furnished in the format prescribed in this RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid shall (be filled and uploaded on the e-Procurement Portal only). Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.6 The Bidder shall deposit a **Bid Security of INR 10 Lakhs/- (Rupees Ten Lakhs Only)** for the Project, in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Demand Draft acceptable to the Authority/ Online.
- 2.1.7 Demand Draft shall (unless uncashed) prior to its expiry be renewed from time to time to keep it valid and enforceable for a period of 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder, who's Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Agreement.

- 2.1.8 The Bidder should submit a power of attorney as per the format as specified in Appendix-II, duly supported by a charter document or board resolution in favour of executant authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9 Intentionally left blank.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15 A Bidder may be a Company registered in India under the Companies Act 1956/2013 or a natural person(s) or a sole proprietorship or partnership firm or a firm incorporated under relevant Acts/laws within India. The bidder shall submit incorporation documents in support along with the technical proposal. It is hereby, clarified that no other entity except those mentioned in the foregoing part of this Clause shall be eligible to submit the Bid under this RFP.
- 2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 2.1.17 A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor has been expelled from

any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

- 2.1.18 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder as the case may be.

- 2.1.19 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the

Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information;

- (b) information supplied by a Bidder must apply to the Bidder or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below.

2.1.20 Intentionally left blank.

2.1.21 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder shall be a single entity, consortium is not allowed. No Bidder applying individually can be member of another Bidder.
- (b) The bidder must be a Central Public Sector Undertaking (CPSU).
- (c) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the

generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty-five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or

subordinated debt to any other Bidder, or any Associate thereof;
or

- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

For the purposes of this RFP, the term Associate in relation to the Bidder shall have the meaning as ascribed under Clause 2.1.18 of Section 2 of this RFP.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

- (e) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security as per Clause 2.19.6 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

2.2.1A While only persons or entities registered/ incorporated in India are permitted to submit bid for the Project. It is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:

"Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

"Bidder from a country which shares a land border with India" for the purpose of this clause means: -

- a. A subsidiary of an entity incorporated, established or registered in such a country; or
- b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- c. An entity whose beneficial owner is situated in such a country; or
- d. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
- e. A natural person who is a citizen of such a country, or

The "beneficial owner" for the purpose of (d) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

S. no.	Basic Requirement	Pre-Qualification Eligibility Criteria	Document/Information to be submitted with proposal
a)	Eligible Entity	The Bidder must be a Central Public Sector Undertaking (CPSU) having a valid GST number and PAN.	Copy of Certificate of Incorporation/ Registration. Copy of GST Certificate. Copy of PAN.
b)	Experience in System Integration IT/ITeS Domain	<p>The Bidder/Empanelled OEM (Original Equipment Manufacturer) should be in the Information Technology (IT) business as System Integrator for at least ten (10) financial years as on 31st March 2025.</p> <p>The Bidder/Empanelled OEM should have experience in implementing or currently implementing at least one IT/ITeS project within the last 10 years for any State or Central Government.</p>	Work orders confirming year and area of activity along with certificate from Statutory Auditor/CA to this effect.
c)	Technical Capability	<p>The bidder/Empanelled OEM must have COTS/ Ready-made Solution with following modules prescribed in scope of work viz., admissions, academics, examination management and finance etc.</p> <p>The bidder must have successfully implemented Student & Faculty Management System or equivalent ERP in at least (1) one Central/State Universities or Institutes during last 10 years.</p>	Completion Certificates from the client OR Work Order + Self Certificate of Completion (Certified by the Auditor/CA).
d)	Financial Turnover	The Bidder should have an average annual turnover of at least INR 100 Crores for the three financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24.	Submit Auditor's/CA Certificate for turnover along with the Balance Sheets and Profit & Loss Statements.
e)	Positive Net Worth	The Bidder should have maintained a positive net worth in at least three out of the four financial years, i.e., FY 2020-21, FY 2021-22, FY 2022-23, and FY 2023-24.	Submit Auditor's/CA Certificate along with the Balance Sheets and Profit & Loss Statements.

f)	Certification	<p>The Bidder/Empanelled OEM should have the following certifications (with validity) at the time of publication of this RFP:</p> <ul style="list-style-type: none"> • CMMI - Level 3 or above • ISO 9001:2015 	Submit a copy of the certificate. If the certificate is applied for or under renewal, the Bidder should submit a necessary declaration with evidence.
g)	Declaration of Ineligibility	The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any Government departments, agencies, ministries, or PSUs, and should not be blacklisted at the time of bid submission.	Annexure - Self Declaration

For the purposes of this RFP, net worth (the “Net Worth”) shall mean:

In case the Bidder is a company, it shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

In case the Bidder is any other entity, it shall mean the amount derived by subtracting the liabilities from the corpus and reserve amounts as certified by the chartered accountant/statutory auditor having valid registration.

For the purposes of this RFP, Turnover means:

In case the Bidder is a company - The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

In case the Bidder is any other entity, the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.

- 2.2.3 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexures, the following:

- (i) Certificate(s) from Statutory Auditor' /Chartered Accountant's certificate and/or client certificate; and agreement copy or Letter of Award, during the respective years in respect of the projects specified in paragraph 2.2.2 above.
and
- (ii) Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Financial capacity of the Bidder, as mentioned in 2.2.2 and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.

2.3 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

2.4 Number of Bids and Cost of Bidding

- 2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually shall not be entitled to submit another Bid.
- 2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of Information

- 2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the demand, location, surroundings, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Authority;

- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Service Provider;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then subject to Clause 3.8.3 and 3.8.4, the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

- 2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or the Selected Bidder has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for BIDs

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

IA Letter comprising the Technical Bid including Annexures - 1 to 5

IB Letter comprising the Financial Bid
II. Power of Attorney for signing of Bid
III. Check List

- 2.7.2 The Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority through e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of e-Procurement Activities specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and shall also upload the responses on the e-Procurement Portal.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder

shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued hereunder shall be hosted on the e-Procurement Portal.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.
- 2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum/clarifications will be posted on the e-Procurement Portal. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority shall not be responsible if any Bidder omits to notice any amendments/corrigendum/clarification.

It shall be mandatory for the Bidders to get their firms registered with the e-Tender Portal, to obtain user ID and password, in order to participate in this Bidding Process. For the avoidance of doubt, it is clarified that all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / firm or organization / owner of the firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link (www.cca.gov.in) to participate in e-tendering of the Authority. DSC should be in the name of the authorized signatory of the Bidder. It should be in corporate capacity (that is in Bidder capacity)

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all the information sought under this RFP and upload the same on the e-Procurement Portal as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures to Bid to the Authority. The Authority will evaluate only those Bids that are

received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on e-procurement portal shall be rejected.

- 2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the e-Procurement Portal. The Bid shall bear the digital signature of the Bidder. The Bidders shall sign their Bids using Class III - Digital Certificates, issued from any agency authorized by Controller of Certifying Authority (CCA), Government. of India, upon uploading the soft copy of the Technical Bid to the e-Procurement Portal.

Bidders shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Bids shall be deemed to be a confirmation that they have read all sections and pages of the Bidding Documents without any exception and have understood the complete Bidding Documents and are clear about the requirements herein.

While submitting the Bids online, the Bidder shall read the terms & conditions of the e-Procurement Portal and accepts the same in order to proceed further to submit their Bid.

Bidders must get ready in advance the bid documents to be submitted as indicated in this RFP in PDF/xls/rar/zip/dwg formats.

- 2.10.3 After the Bid submission, the Bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of Bid.
- 2.10.4 Bidder must follow the server time that is being displayed on Bidder's dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-tender system.
- 2.10.5 All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 2.10.6 The Bidders shall also be required to submit a hard copy of the documents mentioned in Clause 2.11.1- 'Technical Bid' ("**Enclosures to Bid**"), in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected.

The Financial Bid shall be submitted online only.

For the avoidance of doubt, the scanned copy of the documents shall also be submitted with the Technical Bid on the e-Procurement Portal.

The hard copy of the Enclosures to Bids shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall initial every page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. For avoidance of doubt, no hard copy of Financial Bid shall be submitted. The Bid shall contain page numbers.

- 2.10.7 Financial Bid shall be submitted/uploaded online on the e-Procurement Portal. Bidder shall quote their rates in figures only, thereafter, save and upload the file along with the submission of the Financial Bid only.

2.11 Documents Comprising Technical and Financial Bid

- 2.11.1 The Bidder shall submit the Technical Bid, both online as well as physical hard copy of Enclosures to Bid. **The Financial Bid shall be submitted online only.** There shall be no physical hard copy submission of the Financial Bid under any circumstances.

The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure-1 to 5 and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (c) Copy of the certificate of incorporation or equivalent.
- (d) Copies of Bidder's duly audited balance sheet and profit and loss statement for the preceding 5 years;
- (e) Proof/ Receipt of payment of Bid Security.
- (f) Copy of the receipt towards payment of the Document Fee.
- (g) Duly completed checklist as per the format provided in Appendix III.
- (h) Copy of certificates for Goods and Service Tax and copy of PAN and TAN.
- (i) Copy of receipt for E-tender fee of INR 1,180 only (E-Tender fee is non-refundable).
- (j) An Undertaking or Declaration from the Authorized Signatory of the Bidder on its letterhead, towards Address of Registered Office.

- (k) Valid Certificate (of 1 year) for CMMI (Level 3 or higher), ISO 9001:2015.
- (l) Undertaking for not having been blacklisted by any Central/State Government/any other autonomous bodies/International Organization during the time of submission of bids.
- (m) Certificates in support of turnover from the statutory auditors of the bidder certifying the turnover for the three financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 must be submitted.

For the avoidance of any doubt, scanned copies of the abovementioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.

Financial Bid

The Bidder shall submit the **Financial Bid on the State e-procurement portal (etenders.hry.nic.in)** as per the format specified therein. The format provided at Appendix-IB is for illustrative purposes only. The Financial bid shall be quoted by the bidder in terms of a fixed lumpsum cost as value of goods and shall clearly indicate the amount being quoted, in both figures and words, and signed by the bidder's Authorized Representative. In the event of any difference between figures and words, amount indicated in words shall prevail.

[NOTE: *The Financial bid shall be submitted online on the e-procurement portal only. There shall be no physical hard copy submission of the Financial bid under any circumstance. Any submission of the Financial bid in hard copy shall lead to the bid being rejected in its entirety and declared as non-responsive.*]

2.11.2 The Technical Bid shall be submitted online and uploaded on the e-Procurement Portal. The Bidder shall also provide one physical hard copy of the Enclosures to Bid in accordance with the terms provided in this RFP. For the online submission, each page of the Technical Bid, including the annexures thereto, shall bear the signature of the Bidder. The Bidders are required to sign their Bids using Class III - Digital Certificates at the time of uploading the soft copy of the Technical Bid. The scanned copy of documents, mentioned above in Clause 2.11.1, comprising of the Technical Bid shall be uploaded online in proper resolution.

2.11.3 The hard copy of the Enclosures to Bid consisting of the documents listed at Clause 2.10.6 shall be placed in an envelope bearing **“Technical Bid for Selection of Service Provider/System Integrator for Implementation of Student Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions**

in the State of Haryana at Karnal, Rohtak, Nuh, Sonipat and Faridabad” and shall clearly indicate the name and address of the Bidder.

- 2.11.4 The Financial Bid shall be submitted online only on the e-Procurement Portal. The Financial Bid shall not be submitted physically in hard copy. Any submission of Financial Bid in hard copy shall lead to the Bid being rejected in its entirety and declared as non-responsive. The Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III DSC only.
- 2.11.5 The original hard copy of the Enclosures to Bid shall be addressed and submitted on or before Bid Due Date at the following address:

**The Director,
Department of Medical Education & Research, Haryana,
4th Floor, DHL Square, Plot no 9,
IT Park, Sector-22, Panchkula
Haryana - 134112
Phone No.: 0172-2584633, 2560799
Email: dmer-hry@nic.in**

- 2.11.6 If the envelope containing the hard copy of the Enclosures to Bid is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.11.7 In the event of any discrepancy between the soft copy/scanned copy of the Enclosures to Bid uploaded to the e-Procurement Portal and the hard copy of the same, the soft copy/scanned copy will prevail, provided, however, that regardless of anything to the contrary, in case of legal documents and financial instruments, the hard copy shall prevail over the soft copy.
- 2.11.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

2.12 Bid Due Date

Technical & Financial Bid comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted online on or before the Bid Due Date in the manner and form as detailed in this RFP.

- 2.12.1 For the purpose of submission of the Bid on the official website, registration of the Bidder with official website is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the official website. A Bidder who is already registered need not register again. However, the Bidder is

required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Procedure for Bidding

2.14.1 Submission of Bids:

2.14.1.1 The Bidder shall submit the Technical Bid online on the e-Procurement Portal on or prior to the Bid Due Date. The Bidder shall also submit a hard copy of the Enclosures to Bid in the manner specified in this Bid Document in Clause 2.10.6, a receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.14.1.1.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement platform of the Authority at the official website, duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.

2.14.1.1.2 The Bid is to be submitted on the document downloaded from official website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

2.14.1.2 The Bidder shall upload the Financial Bid only on the e-Procurement Portal on or prior to the Bid Due Date. The Authority shall not entertain any physical submission of the Financial Bid. Any physical submission of the Financial Bid shall lead to the rejection of the Bid as being non-responsive.

- 2.14.1.3 The Bidder will receive a system generated acknowledgement of its Bid submission on the e-Procurement Portal to confirm successful uploading of its Bid.

2.14.2 Modifications/ Substitution and Withdrawal of Bids

- 2.14.2.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

- 2.14.2.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Rejection of Bids

- 2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 2.15.2 The Authority reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

- 2.15.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.15.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Agreement or otherwise.

2.15.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.15.6 Intentionally left blank.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (One hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has

the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Bid Security

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with this RFP. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive. As part of the Bidding Process and for the avoidance of any confusion, the Bidder shall submit a scanned copy of the Bid Security along with online submission of the Technical Bid.
- 2.19.3 Save and except as provided in Clause 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft in favour of the unsuccessful Bidder(s). In case of online payment of Bid Security, the same shall be returned by auto-reverse mechanism of e-Procurement portal. Bidders may by specific instructions in writing to the Authority provide the name and address of the person in whose favour the said Demand Draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.19.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Service Provider signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.19.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.6 The entire Bid Security shall be forfeited and appropriated by the Authority as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise under the following conditions:

- a) Intentionally left blank.
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In the case of Selected Bidder, if it fails within the specified time limit:
 - i) to sign and return the duplicate copy of LOA; or
 - ii) to sign the Agreement; or
 - iii) to furnish the Performance Security within the period prescribed herein; or
 - iv) If a Bidder fails to provide any clarification or explanation as may be sought by the Authority from such Bidder within the time specified for the same; or
 - v) If a Bidder makes a misrepresentation as to any facts or figures regarding its Bid or during the Bidding Process in order to get the LOA.
- e) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP, and
- f) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION-3
EVALUATION OF TECHNICAL BIDS AND OPENING
& EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

- 3.1.1 The Authority shall open the soft copy of the Technical Bids online on the e-Procurement Portal at a time specified by the Authority on the date specified in Clause 1.3 and at the place specified in Clause 2.11.5 and in the presence of the Bidders and their authorized representatives who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid within a prescribed time period.
- 3.1.4 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given;
- 3.1.5 Any information contained in the Bid submitted shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information;
- 3.1.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.
- 3.1.7 In the event that a Bidder claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from its experience. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the applicable provisions of this RFP.

3.2 Tests of Responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is substantially responsive to the requirements of this RFP. A Technical Bid shall be considered substantially responsive only if it conforms to all the below-mentioned requirements without any material deviation or reservation:

- (a) Technical Bid is received as per the format at Appendix-IA including Annexure-1 to 5;
- (b) Technical Bid is received on or before the Bid Due Date;
- (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;
- (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
- (e) Technical Bid contain all the information (complete in all respects) required in this RFP and/or Bidding Documents (in formats same as those specified);
- (f) Technical Bid does not contain any condition or qualification;
- (g) Technical Bid contains an attested copy of the receipt towards the payment of Document Fee;
- (h) Technical Bid is not non-responsive in terms hereof; and
- (i) the hard copy of the Enclosures to the Bid is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria (Technical Capacity and Financial Capacity) specified in Clause 2.2.2 above shall qualify for evaluation under this Section the Bids of firms who do not meet these criteria shall be rejected.

3.3.2 The Bidders meeting the minimum Eligibility Criteria (Financial Capacity and Technical Capacity) as set out in clause 2.2.2 hereof, shall be called upon to make a Technical Demonstration Presentation setting out the demonstration of their solution, at a later stage as deemed feasible by the Authority. The Bids shall be evaluated, and Technical Marks will be allocated based on Technical Capacity, Financial Capacity and Conceptual Design Presentation as follows:

S. No .	Parameters	Breakup	Weight age/Score	Maximum Score
1.	Local Presence of Bidder/Empanelled OEM	Registered Office outside the State and NCR	2	5
		Registered Office in NCR but not in the State	3	
		Registered Office in the State	5	
2.	Certification of Bidder/Empanelled OEM	CMMI – Level 3 CMMI – Level 4 CMMI – Level 5	5 7 10	10
3.	Projects related to IT/ITeS ERP in the Medical Education domain	Single Project up to 2 Crore	5	10
		Single Project between 2 Crore to 4 Crore	10	
4.	State-Level Implementation Experience	Bidder/Empanelled OEM should have implemented or be implementing state-level projects encompassing all government medical colleges under a single platform in one order.	20	20
5.	Solution Hosting	Bidder should have their own cloud.	5	10
		Bidder should have their own MeitY empanelled cloud.	10	
6.	Proposed Solution, Work Plan, Approach and Methodology with Timeline	Brief Write-up on Proposed Solution, Work Plan, Approach & Methodology with Timelines	10	10

7.	Technical Presentation and Demonstration of the Software Solution	<p>Eligible bidders will be required to make a Presentation and Demonstration which shall broadly cover the following:</p> <p>a. Domain Knowledge b. Application Architecture c. Execution Strategy d. Software Solution Features & Application Life Cycle Management e. Software Solution’s Fit to Buyer’s Requirements</p> <p>Note: A copy of the presentation and documents should be submitted during the Presentation Meeting.</p>	30	30
8.	Annual Average Financial Turnover of related services during the 3 FYs i.e., FY 2021-22, FY 2022-23, and FY 2023-24.	> 100 Crores and ≤ 250 Crores	2	5
		> 250 Crores and ≤500 Crores	3	
		> 500 Crores	5	
GRAND TOTAL				100

The Bidders must score an aggregate of minimum 70 marks in the above-mentioned parameters, in order to be eligible for opening of Financial Bids.

3.4 Technical and Financial capacity for purpose of evaluation

Subject to the provisions of Clause 2.2.2, the Bidder's experience shall be measured and stated in terms of its Technical and Financial Capacity, followed by the marks scored as per provisions of Clause 3.3.2.

3.5 Details of Experience

The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-2 of Appendix-IA.

3.6 Financial information for purposes of evaluation

- 3.6.1 The Bids must be accompanied by the audited Annual Reports of the Bidder for the 3 (three) financial years i.e., FY 2021-22, FY 2022-23, and FY 2023-24.
- 3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3 The Bidder must establish the Average Annual Turnover and Net Worth specified in Clause 2.2.2, and provide details as per format at Annexure-3 of Appendix-IA.
- 3.6.4 Intentionally left blank

3.7 Opening and Evaluation of Financial Bids

The Financial Bids shall be opened online on the e-Procurement Portal. The Authority shall open the Financial Bids on date and time mentioned in Clause 1.3 in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Financial Bid for each of the technically responsive Bidders.

3.8 Selection of Bidder

- 3.8.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2, conforms to provisions of clause 3.4 and who quotes the lowest financial quote comprising of lumpsum cost ("**Lowest Bidder**") shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**" / "**Service Provider**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.8.2 In the event that, the assessed Financial Bid of two or more Bidders is the same (the "**Tie Bid**"), the Authority shall identify Selected Bidder as Bidder with the highest Financial Capacity as specified in this RFP. The Authority reserves the right to call the Selected Bidder for the Negotiations.
- 3.8.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**First Round of Bidding**"), the Authority may invite

all the remaining qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and shall invite all the remaining bidders to match the bid of the aforesaid Lowest Bidder (the ‘**Second Round of Bidding**’). If in the Second Round of Bidding, only one Bidder matches the aforesaid Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the Second Round of Bidding, then the Bidder whose Bid was ranked lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. In the event that no Bidder offers to match the Lowest Bidder in the Second Round of Bidding as specified in this Clause 3.8.3 above, the Authority may, in its discretion annul the Bidding Process.

- 3.8.4 In the event that no Bidder offers to match the Lowest Bidder in the Second Round of Bidding as specified in Clause 3.8.3, the Authority may, in its discretion, invite fresh Bids (the "**Third Round of Bidding**") from all Bidders except the Lowest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such Third Round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second lowest Bidder in the First Round of bidding.
- 3.8.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and next eligible bidder may be considered.
- 3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause such bidder to execute the Agreement (to be provided by Authority) within the period prescribed in Clause 1.3. The Selected Bidder shall execute an Agreement provided by the Authority. Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement provided by the Authority for signing. The Selected Bidder shall furnish a Performance Security after the signing of the Agreement as per the period prescribed in Clause 1.3, failing to which the Bid Security shall be fortified.

3.9 Contact during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means with the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.10 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority and the State Government during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with

matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date as mentioned in Clause 1.3 of this RFP and at the time and place as specified by the Authority. A maximum of three representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;
- (a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) Agreement;
 - (b) the RFP.

i.e., the Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDIX IA

[On the letter head of the Bidder]

LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.5, 2.11 and 3.2)

To,
The Director,
Department of Medical Education & Research, Haryana,
4th Floor, DHL Square, Plot no 9,
IT Park, Sector-22, Panchkula
Haryana - 134112
Phone No.: 0172-2584633, 2560799
Email: dmer-hry@nic.in

Sub: Technical Bid for Selection of Solution Provider/System Integrator for Implementation of “Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad”

Dear Sir,

1. With reference to your RFP document dated¹, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided in the Bid and in Annexures - 1 to 5 is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a **Selection of Solution Provider/System Integrator for Implementation of “Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad”** the aforesaid Project.

¹ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.14.2 of the RFP document.

9. I/ We believe that we satisfy the financial criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. Intentionally left blank
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.²
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Annexure-4 of Appendix-IA thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Annexure VI of Appendix-IA thereof. thereof.
15. I/We further certify that we/ or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in

² In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedulehereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder

terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

17. Intentionally left blank
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft provided by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
21. The power of attorney for signing of Bid as per format provided at Appendix II of the RFP, are also enclosed.
22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. I/ We have the required Technical Capacity in accordance with the Clause 2.2.2 of the RFP.
25. Intentionally left blank
25. Intentionally left blank.
26. I/We offer a Bid Security of INR 10 Lakhs (Rupees Ten Lakhs Only) to the Authority in accordance with the RFP Document.

27. The Bid Security in the form of a Demand Draft has been submitted.
28. The documents accompanying the Bid, required to be submitted in original as specified in this RFP, have been submitted in a separate envelope and marked as “Enclosures of the RFP for **Selection of Solution Provider/System Integrator for Implementation of “Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad”** and the documents specified in Clause 2.10.6 have been uploaded/ are being uploaded on the official website.
29. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
30. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the implementation of the Project.
31. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
32. Intentionally left blank
33. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
34. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, Name and designation of the Authorised signatory)

Place:

(Name and seal of Bidder)

Appendix IA
Annexure-1
Details of Bidder

1.
 - a. Name:
 - b. Country of incorporation:
 - c. Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d. Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:
5. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)
6. **Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

To,

.....,

.....,

Dear Ma'am/Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bid document.

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)
For and on behalf of.....

Appendix IA

Annexure-2

Technical Capacity of the Bidder

(Refer to Clauses 2.2.2 and 3.5 of the RFP)

Name of the Bidder:

STRUCTURE AND ORGANIZATION

1.	Name & Address of the bidder	
2.	Telephone No. /Email id /Telex No./Fax No.	
3.	Legal status of the bidder (Attach copies of original document defining the legal status).	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
4.	Particulars of registration with various Government bodies (attach attested photocopy).	
	ORGANIZATION/PLACE OF REGISTRATION	REGISTRATION No.
	1.	
	2.	
	3.	
5.	Names and Titles of Directors & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Has the bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8.	Has the bidder or any constituent partner in case of partnership firm/ limited company, ever been convicted by the court of law? If so, give details.	

9.	In which field of Software Development, the bidder has specialization and interest?	
10.	Any other information considered necessary but not included above.	

Signature of Bidder with stamp

Appendix-IA
[Certificate from Statutory Auditor/ CA]

Annexure-3

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2, 2.2.3 (ii) and 3.6 of the RFP)

(To be certified by the statutory auditor of Bidder)

Name of the Client: Department of Medical Education & Research, Haryana (DMER)

Name of the Project: Selection of Solution Provider/System Integrator for Implementation of “Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad”

Bidder Type	Annual Turnover (INR Crores)		
	31 st March 2022	31 st March 2023	31 st March 2024
As on			
Single Entity Bidder			
Average Annual Turnover			

Financial Information in INR Crores	FY 2021-22	FY 2022-23	FY 2023-24
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

Name of the audit firm:

Seal of the audit firm

Date:

UDIN Number:

Note:

1. Annual Turnover should be certified by the Chartered Accountant/ Statutory Auditor.

2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with provisions of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder.
 - b. be audited by a statutory auditor.
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

AFFIDAVIT

(To be prepared in a INR 100 non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have neither been blacklisted nor debarred by any State/ Central Govt. Department /PSU/Boards/ Corporations etc., at the time of Submission of Bid.
4. I/We undertake and confirm that eligible works(s) as mentioned in eligibility criteria 2.2.2 has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Authority, then I/we shall be debarred for bidding in Authority in future forever. Also, if such a violation comes to the notice of Authority before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.
5. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Authority.
7. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by Authority at any stage of work due to poor quality, the same will be re executed by us at free of cost.
8. The undersigned undertake that 'I/We have not altered/ modified the financial bid attached in the e-Procurement portal. If it is found during the tender stage or later that the BOQ is modified by us, the Authority shall have the right to reject our bid'.
9. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of Authority'.
10. The undersigned hereby confirmed that we are not having/initiated any litigation pending / in progress with the Authority.
11. That(name of bidder) shall comply with the Make in India Policy as per the order issued by Govt. of India, Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and Rule 144(xi) of General Financial Rules (GFR) 2017 as per the order issued by Public

Procurement Division, Ministry of Finance, GOI F.No.6/18/2019-PPD dated 23.07.2020 or any revision thereof during the entire subsistence of contract. We shall submit necessary document / certificate to authenticate our claim as per the requirement of Engineer in charge.

12. The undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorized Officer of the Bidder(s)

UNDERTAKING FOR ESI/EPF
(On INR 100/- non judicial stamp paper duly notarized)

We do hereby indemnify the Authority, against all penal action that may be levied/affected by any concerned authority for default in any labour regulation/PF/ESI and other statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorized Officer of the Bidder(s)

GST REGISTRATION DETAILS

Sl. No.	Description	Details
1.	Entity Name	
2.	Address (As per registration with GST)	
3.	City	
4.	Postal code	
5.	Region/State (complete state name)	
6.	Permanent account number	
7.	GSTN	
8.	Type of business (As per registration with GST)	
9.	Service accounting code/HSN Code	
10.	Contract Person	
11.	Phone Number and Mobile Number	
12.	Email ID	
13.	Compliance Rating (If updated by GSTN)	

Signature of Bidder(s) with seal

APPENDIX-IA

Annexure-4

Guidelines of the Department of Disinvestment³

(Refer Clause 1.2.2)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant

³These guide lines may be modified or substituted by the Government from time to time.

facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified.
The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Appendix-IA
Annexure-5
Scope of Work and Payment Terms

Terms of Reference

Scope of Work (SoW):

The Scope of Work requires to digitize all the academic & administrative records / database for Students & Staff through a single integrated platform (College Management System). In addition, the proposed integrated platform should also cater to the needs of online learning / e-learning (Learning Management System) across the institutes.

A brief of the project objectives and broad expectations from the solution are mentioned as under:

COLLEGE MANAGEMENT SYSTEM (CMS)

Key objectives of College Management System (CMS)

- To be a highly scalable platform having the capability to integrate with other e-governance platforms like online admissions, student lifecycle management
- Integration of all the colleges with the Department of Medical Education
- To provide flexible reporting capabilities, predictive educational analytics, and ubiquitous and protected access for all Institute constituents
- To monitor, schedule, track, analyse and report on a single integrated application.
- To present dynamic analytics on learner behaviour, progress, and performance.
- To proactively engage students, teachers, and administrators in teaching and learning to facilitate success based on their specific roles and needs.
- To provide users with relevant data analytics and decision making allowing the prioritization of tasks.
- To ease of statutory compliances
- To Increase Social Benefits

Broad Expectations from College Management System

- Automation of the entire institution including student admission, fee,

internal assessment record, attendance and examination.

- Automation of personal service record of employees, payroll, account and other details facilitating efficient management.
- Provides unique ID of user throughout the institution & outside the campus
- Secure based access depending on user and / or role
- Tracks usage of services (transactions / movements within the system)
- Monitors attendance pattern of student / employee
- Downloads complete student transcripts & employee service records
- Maintains complete & up to date health information & allows ready access in emergencies
- Responsibilities can be added, deleted, updated centrally for an individual or group
- Students can see their home page where their timetable, exam sheet, marks, attendance will appear on daily basis.
- It would predict the staffing needs and workload, identify gaps, and many other parameters.
- All reports required by NMC/ NBEMS etc. including the ministry shall be generated automatically through the system.
- Faculty process get automated like faculty roster, timetable, HR requirements etc.
- Each teacher/staff gets his/ her own information on the home page pertaining to their students, HR Functions, timetable, etc.
- Each member will get the view of the student enrolled subject-wise, making it very easy to track them as individual, or together, add remarks or marks etc.
- Support e-Learning through the use of ICT tools
- Patch Releases & Upgrades
- Telephonic Customer Support

List of Modules

- Student Management
 - a. Application configuration & Setup
 - b. Student information
 - c. Attendance
 - d. Examination
 - e. Timetable
 - f. Library
 - g. Hostel Management
- Administration
 - a. Employee Management

- b. Inventory & Procurement
- c. Fee & Fine
- d. Payroll
- e. Financial Management & Book Keeping
- f. System Administration

- MIS & Analytics

- SMS Module Integration (APIs will be provided by Institute)

Functional requirements of CMS Modules

APPLICATION FEATURES	
1	A unified/integrated web-based interface for the institute
2	Should be front end configurable for any policy level changes
3	Single database across multiple years
4	Should be a domain specific product
5	Should be able to generate data which is compliant to all statutory and accreditation requirements of Education domain like NMC, NBEMS, etc.
6	Provision to work on client server or hosted virtual environment deployment architecture proposed by the bidder
7	Multi-year access of data with restricted rights
8	Audit trail of all functionalities
9	Role-based and workflow-based design to accommodate different levels of process approvals and flow of events.
10	Easily scalable functionality e.g. LSP, Accreditation, Analytics and also institutions, users etc.
11	Provision to integrate easily with add on functionalities through API e.g. Centralized Online Admission System to fetch student details, Government Payroll System to push monthly attendance etc.
12	Should have high level of security at application, reports, database level
13	Should have in-built decision support system
14	Secure single sign-on web-based access
15	Least data entry and pre populated master fields compatible to Indian education environment
Setup / Application Configuration	
16	Institution Details e.g. Institution Name, Address etc.
17	Course & Subject Definition

18	Departments Details, Facility Details etc.
USER ROLE MANAGEMENT MODULE	
19	Facility to assign roles and privileges to the user
20	Facility to de-activate a user
21	Facility to remove a user
22	Facility to add module screen access
23	Facility to assign modules to the user
24	Security to login in application
25	Authentication check before login in system
26	User identity management
MODULE WISE FEATURES	
Student Records / Admission Details	
27	Basic details like name, address, DOB, section etc.
28	Admission details
29	Maintain details about Admission fee
30	Student category – nationality, religion, caste etc.
31	Parents details – Mother and Father qualification, profession, Institute etc.
32	Awards and achievements
33	Unique identity for each student
34	Student withdrawal process
STUDENT ATTENDANCE SYSTEM	
35	Define period wise or day wise attendance
36	Mark daily attendance
37	Consolidated monthly attendance sheet
38	System should have provision to record the attendance of extra circular activities, participated in the teaching assignments, medical leave. (It shouldbe linked to the timetable)
39	SMS Alerts / Reports for low attendance
EXAMINATION MANAGEMENT SYSTEM	
40	Define Exam structure and rules
41	Exam compliance to the affiliated board

42	Front end configurable rules which can capture - <ul style="list-style-type: none"> - Internal Test - Prof Exam - Supplementary Exam - Practical Performance Attendance - Assignments
43	Single / multiple rounds of exam handling
44	Exam scheduling
45	Result management / student wise
46	Consolidated mark sheet generation
47	Examination Results
48	Invigilator details
49	Exam re-evaluation process
TIMETABLE MANAGEMENT SYSTEM	
50	Prepare timetable – course wise / teacher wise /department wise
51	Workload on teachers
LIBRARY MANAGEMENT SYSTEM	
52	Provision for Media acquisition process
53	Provision for Media Circulation
54	Provision for Media accessioning
55	Provision for Issue / return
56	Provision for Bar code generation
57	Provision for Library stock taking
58	Provision for Online Public Access Catalogue (OPAC)
59	Provision for Search through multiple options like author name, book name, publishername etc.
HOSTEL MANAGEMENT MODULE	
60	Hostel definition and Room Setup
61	Room allocation
62	Hostel Visitor management
63	Hostel Staff allocation
64	Hostel Complaints and grievances
65	Hostel events management
66	Hostel attendance

67	Disciplinary actions
HUMAN RESOURCE MANAGEMENT/EMPLOYEE RECORDS	
68	General Details (ID, Name, Address, Father's Name, Phone No etc.)
69	Category Details (Nationality, Religion, Race/Social Class, Community, Category etc.)
70	Identification Details (Birth Date, Age, Gender, Personal Marks, Height etc.)
71	Training Details (Course Name, Institute Name, From Period, To Period etc.)
72	Service Details (Nature of Appointment, Joining Date, Designation, Office etc.)
73	Family Details (Member Name, Age, Relation, Address, Occupation etc.)
74	Facility to capture Promotion, Disciplinary Action Details
75	Grievance management
EMPLOYEE ATTENDANCE AND LEAVE MANAGEMENT	
76	Leave Type Setup
77	Facility to apply, cancel or extend / modify leave
78	Facility to approve or reject the application
79	Facility to track status of application
80	Maintains leave account of each employee
81	Provision to mark employees on duty who have gone for some official work
82	Facility to generate employee attendance statements
PURCHASE & INVENTORY MANAGEMENT MODULE	
83	Provision to apply for item through requisition from user
84	Creation of indent from requisition
85	Provision to record item categories and item details
86	Provision for quotation and quotation comparison
87	Generate Purchase Order
88	Generate Goods Received Note (GRN)
89	Provision to issue items as per requisition received
90	Provision to update Stock position
91	Re-order level / Safe stock monitoring
92	Item wise stock report
93	Stock out statement

FEE MANAGEMENT SYSTEM	
94	Define fee rules and structure for all categories of students
95	All types of fee processing – Fees at the time of Admission <ul style="list-style-type: none"> - Semester Fees - Hostel Fees - Registration Fees - Examination fees
96	Fee refund process
97	Fee collection – online / offline mode
98	Online fee payment integration
99	Recording fine for late submission
100	Fee defaulters alert Reports / SMS
PAYROLL MANAGEMENT	
101	Earning Details (Staff ID, Process Date, Allowance Name, Amount etc.)
102	Deduction Details (Process Date, Deduction Name, Deduction Amount etc.)
103	Loan Details (Type, Name, No., Date, Amount, Instalment etc.)
104	Salary Details (ID, Total Earnings, Total Deductions, Net Salary etc.)
105	Earnings Statement (Summary of all earnings applicable for the month)
106	Deductions Statement (Summary of all deductions applicable for the month)
107	Generation of Payslip for each employee
FINANCE MANAGEMENT MODULE	
108	Definition of Multiple Book of Account
109	Definition of Account Heads
110	Definition of Sub-Account Heads
111	Creation of Cash Voucher - Payment & Receipt
112	Creation of Bank Voucher - Payment & Receipt
113	Creation of Journal Voucher - Payment & Receipt
114	Creation of Purchase Voucher - Payment & Receipt
115	Online Voucher Approvals
ANALYTICS	
116	Provision to view cluster/multiple institute dashboard

117	Provision for role based access - Cluster level login, HQ login, Institute Director Login, Users login. Facilitate the management at different levels with the provision of comprehensive desired information presented in a conclusive manner
118	Availability of Drill Down Reports
119	Availability of Dynamic Report Generation - Selection of fields, criteria, graph type
120	The dashboard of a user must be designed to cater as a one stop solution to all the needs of the user
MIS Reports	
121	MIS Reports: Summary Reports e.g. Examination Consolidated Result, Total Fee Collected etc.
122	Daily Transactional Reports e.g. Daily Fee Collection, Daily Attendance

LEARNING MANAGEMENT SYSTEM (LMS)

Key objectives

- To deploy a highly interoperable, collaborative and integrated platform that caters the learning and training needs of the medical fraternity.
- To be a highly scalable platform having the capability to integrate with other e- governance platform like student lifecycle management
- To provide evidence-based and case-based learning to students & doctors
- To support both online and blending learning modes
- To be able to cater to the Training needs of the employees for various training programs
- Capability to integrate learning content in the standard industry format from different sources
- To provide period notifications for various events
- To provide live lecture streaming, recording & scheduling.
- Multilingual support.
- To fulfil all the needs of online learning community and benefit trainers as well as trainees by bringing them on a common, cohesive platform.
- To view all important parameters at one stop, user needs to have an insight of all available modules on the homepage of the user.
- A unique dashboard which will have customized view / window for trainers, trainees and administrators.
- Content and assessments should be aligned to the learning objectives & competency framework

Broad Expectations from the Learning Management System:

- Case based / problem based learning
- Collaborative learning
- Admin panel to control users and permissions
- Audio / Video conferencing without any additional licenses requirement
- Virtual Classrooms
- Conference Scheduling & reminders
- Video recording
- Create and manage course and content
- Support for integrating medical content
- Uploads audio/ video content in multiple languages
- Targeted Announcements
- Track learner progress through variety of Reports
- Trainer, Participant and Dashboards with specific need-based views
- Multiple assessments based on the programme requirements
- Online and offline assignment submission
- Detailed Grade book with one-click grading from the homepage
- User-defined alerts and reminders
- Dedicated sections for Assessment Notifications with Due, Submission and Grading Status etc.
- Email and messaging from within the course
- Pop-up Chat with content filtering
- Forums for efficient learning
- SCORM compliant
- Question banks with re-usability
- Automated and manual Backups
- Embedded security with alerts to the administrator
- Personal calendars for each user
- Supports rich media content such as images, videos, audio etc.
- Web-based learning – Access from anywhere
- Searchable participant & trainer directory
- Conditional Activities workflow
- Programme completion pre-requisites
- Certificate Generation
- Tests, reviews, grades, pass/ fail criteria

The Scope of Services under 'IT Services' shall include:

S. No.	Service Type	Service Description
IMPLEMENTATION – College Management System & Learning Management System		
1	Project Initiation & Plan	Project Schedule Project Team identification and alignment
2	Application deployment / Installation	Application deployed at Datacenter. Enable Client Admin User access on the CMS & LMS application
3	Business Rules collection, Master datacollection & Application configuration	Setup data collection, Business Rules Collection and Master data collection (Students / Staff) Process Mapping and gaps identification for application configuration Initial Setup of application for release Application Configuration, Release and Deployment Master data porting through templates
4	Application Go-Live	Release of User logins Application Go-Live
5	Training	Application training at a central location for users in batches after Go-Live Training as per mutually decided training schedule
6	Handholding	Handholding to users after Go-Live Support for user handholding and data entry (through onsite resources if opted)
POST IMPLEMENTATION SUPPORT & MAINTENANCE		
7	Access to Online Helpdesk	Access to raise service requests 24*7
8	Patch Releases & Upgrades	Free patches and upgrades for the solutions deployed

9	AMC (Offsite)	AMC for a period of 4 years after Go-Live Period i.e. Year 1.
10	Managed Services for Cloud (Offsite)	Maintenance of application on cloud; Database, Application, Hardware etc.
11	Customizations	Application features / functionalities / reports development based on requirements collection and approval from Institute. Feasibility analysis of new requirements Release of new customizations as per mutually agreed Change Request Procedure (Bidder will submit an effort estimation for any new customization / change request for approval from the Institute)

Manpower

A Technical Support Executive (TSE) shall be deployed on-site during the entire duration of the project. Failure to do so will result in imposition of liquidated damages as decided by the Authority.

Project Timelines & Payment Schedule

S. No.	Milestone (M)	Activity	Date of Completion / Submission from "T"	Payment Schedule	Document Submission
1.	M 0	Resource Mobilization Charges	At the time of Agreement Signing	20%	1. Security Audit Certificate of application from Cert-In empaneled agency. 2. CMS & LMS Application deployment on Datacenter.

2.	M 1	Project Plan Submission	T + 2 Weeks	-	1. Project Plan Submission
3.	M 2	Application deployment / Installation	T + 6 Weeks	25%	1. Enable Client Admin User access on the CMS & LMS application
4.	M 3	Business Rules collection and documentation. Master data collection & Porting	T + 20 weeks	25%	1. Process Documentation 2. Master Data Collection (Student & Staff) & Porting / entry 3. Submission of Monthly Status Report
5.	M 4	Application Go Live	T + 25 Weeks	20%	1. Key Users Login Creation 2. Submission of Monthly Status Report
6.	M 5	Training & Handholding support	T + 52 Weeks	10%	1. Users Training 2. Release of Online Helpdesk Tool 3. Monthly Status Report
7.	-	2nd Year onwards AMC Charges for College Management System Application	4 Years	Equal Quarterly Payment	1. Submission of Quarterly Status Report

8.	-	2nd Year onwards Annual recurring Charges for Learning Management System			
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Here, T = Date of Signing of Agreement.

Note: This tender may be extended to the other medical programmes in future as and when required.

Reporting Procedures of SLA

The bidder's representative will share Service level performance reports in a mutually agreed format by the 10th working day of the completion of each month. The reports will include "target vs actual" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events.

Service Level Metrics for Application Management

The purpose of this SLA is to clearly define the expected levels of service to be provided by the selected bidder to purchaser during the entire duration of this contract or till the amendment of SLA whichever is earlier.

Definitions

- a) "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity. The scheduled maintenance time would not be during Working Hour timeframe. Further, scheduled maintenance time is planned downtime with the prior permission.
- b) "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c) "System downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time.

- d) “Availability” means the time for which the services and facilities are available for conducting operations including application and associated infrastructure. Availability is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} \times 100\%$$

- e) “Incident” refers to any event / abnormalities in the functioning of the software that may lead to disruption in normal operations of System or Application services.

Application Availability & Performance

a) During Implementation

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP, penalties shall be imposed as mentioned below:

1. In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the SI shall be liable to a penalty @ 0.50 % of the value of work order for the respective component/item, for every week of delay up to a maximum of 10%, after which the Authority shall be at liberty to take action against the SI as deemed proper (such as cancellation of order, increase of penalty percentage etc.).
2. For the purpose of this clause, part of a week shall be considered to be a full week.
3. Penalty will not be applicable if the delay is not attributable to the SI. However, in such cases SI has to communicate in writing the reason of delay within 15 days. The decision of the Authority in this regard shall be final.

b) Post Implementation

Service Category	Description	Required Service Level	% Availability in business hour	Penalty as %
Application Availability	Availability of all Modules for at least 99.9% of time measured on monthly basis for a 24x7x365 time period. The non-availability for application service, website	99.9%	<99.9% & >=99%	0.5% of QP ⁴
			< 99% & >= 98%	1% of QP
			< 98% & >= 97%	2% of QP

⁴ *QP (Quarterly Payment)

	<p>will be measured on monthly basis and excluding the scheduled maintenance shutdown.</p> <p>Performance of system refers to the proper and timely functioning of the system's functionalities. The applications should be available and performing as per functionalities.</p>			
Application Performance	a) Average Page opening/loading time - 7 seconds	95% (Response time of services, measured monthly)	<95% & >=93%	0.5% of QP
	b) Average response time for retrieval of information from server - 7 seconds		< 93% & >= 91%	1% of QP
	c) Business Transaction Response Time involving uploading/downloading of documents – 30 seconds		< 91% & >= 89%	2% of QP

APPENDIX - IB

FORMAT FOR FINANCIAL BID FINANCIAL PROPOSAL

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal etenders.hry.nic.in.)

Title	Unit	Quantity	Per Unit Price (INR) excluding Taxes	Total Price (INR) excluding Taxes
Implementation Cost	Colleges	5	[***]	[***]
Operation and Maintenance Cost for 4 years (Post implementation)	Years	4	[***]	[***]
Technical Support Executive (1 for each Medical College for a period of 5 years) (Total 5 resources for 60 months = 300 Man-Months)	Man-Months	300	[***]	[***]
Grand Total Amount (INR) excluding Taxes				[***]

Note:

1. The Grand Total Amount is for MBBS Course only.
2. The Grand Total Amount shall be Exclusive of applicable GST for the purpose of evaluation of this Bid.
3. The L1 will be considered on the basic rate offered by the Agencies excluding GST. It should be quoted in both words & figures.
4. In addition to Grand Total Amount, GST as applicable shall be reimbursed by the Authority to the Solution Provider/System Integrator on production of relevant documents by Solution Provider/System Integrator of having paid to the concerned authorities.
5. If the bidder doesn't quote the rate against the project, the same shall not be considered by the department. No overwriting or any change will be acceptable once it has been quoted. Bidders are advised to quote the basic rate excluding

GST.

6. Initially, the Operations and Maintenance cost of the software is considered for five Institutes mentioned in the name of work. In case the authority decides to implement this solution in the upcoming/other institutes then the proportionate cost shall be applicable with mutual consent.

APPENDIX-II

Format for Power of Attorney for signing of Bid⁵

(Refer Clause 2.1.8)

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Selection of Solution Provider/System Integrator for Implementation of **“Student & Faculty Lifecycle Management System (SFLMS) in Five (5) Govt. Medical Institutions in the State of Haryana at Karnal, Rohtak, Nuh, Sonapat and Faridabad”**, (“Project”) proposed or being developed under the aegis of Department of Medical Education and Research, Government of Haryana (the “Authority”), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

⁵To be submitted in original

[Notarized]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX - III

CHECK LIST

(Mandatory Documents to be uploaded in the Technical bid.)

TECHNICAL BID DOCUMENTS.		
1	Appendix-IA (Letter comprising the Technical Bid) including Annexure 1 to 5 and supporting certificates / documents	Yes / No
2	Power of Attorney for signing the Bid as per the format at Appendix-II;	Yes / No
3	Copy of the certificate of incorporation or equivalent.	Yes / No
4	Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years;	Yes / No
5	Copy of the receipt towards payment of the Bid Security	Yes / No
6	Copy of the receipt towards payment of the Document Fee.	Yes / No
7	Copy of Check List as per Appendix III	Yes / No
8	Any other Documents as per the requirement of RFP	Yes / No

For the avoidance of any confusion, scanned copies of the abovementioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.