



**National Institute of Electronics and Information Technology (NIELIT)
Ministry of Electronics and IT (MeitY), Government of India**

**Request for Proposal (RFP) for Design, Development
and Implementation of Online Integrated Student Life
Cycle Management System**

Ref: 60(8)2012-NIELIT-HQ Dated: 10th June, 2017

IMPORTANT NOTE

- 1) RFP documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions at the CPP Portal regarding registration and online bid submission.
- 2) Bidders can access RFP documents on the website, fill them with all relevant information and submit the completed documents into electronic bids on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Bid and supporting documents must be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

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INVITATION FOR PROPOSALS AND SCHEDULE OF RFP

Ref. No 60(8)2012-NIELIT-HQ Dated: 10th June, 2017

NIELIT invites e-bids against Request for Proposal (RFP) in the prescribed format to be submitted on Central Public Procurement Portal (CPP portal) from Eligible Bidders preferably engaged in providing web enabled Solutions to Educational Institutions for "Design, Development and Implementation of Online Integrated Student Life Cycle Management System" along with the requisite support viz. Testing, Training, Post Implementation support and maintenance. The schedule of RFP is as under:

S.N.	Particulars	Details
1.	Nature of the project	Request for Proposal (RFP) for Design, Development and Implementation of Online Integrated Student Life Cycle Management System.
2.	Request for Proposal (RFP) Document Fee	Nil
3.	Estimated cost of Work	₹1,00,00,000/- (One Crore only)
4.	Earnest Money Deposit (EMD)	₹3,00,000/- (Three Lakh only)
5.	RFP Document Download Start Date & Time	10 th June 2017 1530 hrs
6.	Last date for receipt of Pre-Bid queries by e-mail (in prescribed format at Annexure-8)	Queries related to pre-bid may be sent through e-mail at jasbir@nielit.gov.in latest by 16th June 2017 – 1700 hrs.
7.	Pre-Bid Conference	20 th June 2017 1100 Hrs
8.	Pre-Bid Clarification / Public Corrigendum on Website & CPP portal	27 th June 2017 1530 Hrs
9.	Start Date & Time of Bid Submission	27 th June 2017 1530 Hrs
10.	Closing Date & Time of Bid Submission	17 th July 2017 1500 Hrs
11.	Date & Time of Opening of Technical Bid	19 th July 2017 1500 Hrs
12.	Date & Time of Technical Presentation, if required	Will be intimated later to the shortlisted bidders on website & CPP portal
13.	Date & Time of opening of Financial bids	Will be intimated later to the technically qualified bidders on website & CPP portal
14.	Online Submission of EMD on or before the closing date and time of bid submission	Bank Details: Bank of India, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi – 110 003 A/c No.: 604820100000012 IFSC Code: BKID0006048
15.	Website for downloading RFP Document, Corrigendum, Addendums etc	http://www.nielit.gov.in http://eprocure.gov.in http://www.meity.gov.in
16.	Request for Proposal (RFP) and Financial Bid Validity	180 Days from the date of bid submission

Disclaimer

*This RFP is not an offer by NIELIT, but an invitation to receive offer from **Eligible Bidders**. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT with the vendor.*

Additional Director (P&A)
NIELIT

Chapter 1: Abbreviations & Definitions

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document (later defined as RFP) presented in Financial Bid, which is supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ bidder/vendor responding to Invitation for Bids and who is participating in the Bid.
CERT-In	Indian Computer Emergency Response Team
CMC	Contract Monitoring Committee.
CMMi	Capability Maturity Model Integration
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected bidder(s) with mutual obligations.
Day	"Day" means a calendar day.
MeitY	Ministry of Electronics & Information Technology, Government of India
EMD	Earnest Money Deposit.
Gol	Government of India.
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
LMIS	Labour Market Information System
LoI	Letter of Intent
Rules/ Modifiable Rules	Rules as in Business Rules Management System (BRMS)
NDML	NSDL Database Management Ltd.
NIC	National Informatics Centre
NICSI	National Informatics Centre Services Inc.
NIELIT	National Institute of Electronics and Information Technology.
NIT	Notice Inviting Tender.
NSDA	National Skill Development Agency
PC	Procurement Committee
Project Site	"The Project Site", wherever applicable, means the designated place or places.
Purchaser/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called Buyer, 'NIELIT' in this RFP document.
Request for Proposal (RFP)	Request for Proposal (Bid document), is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service.
SAD	System Analysis and Design
SDD	Software Design Development
SEI	Software Engineering Institute at Carnegie Mellon University (CMU)
SLA	Service Level Agreement is an agreement between two parties wherein one is NIELIT and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
SoW	Scope of Work
SRS	Software Requirement Specification
SSP	Software Service Provider

Successful Implementation	Successful Implementation includes: <ul style="list-style-type: none">a. Security Auditb. Successful Implementation on Production Server after migration of actual and complete datac. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.
URS	User Requirement Specification
UAT	User Acceptance Testing

Chapter 2: Introduction to NIELIT

Introduction

National Institute of Electronics and Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology, Govt. of India. NIELIT was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

NIELIT – Training Partners all over India

S. No	Description	Number of Training Units
1.	NIELIT Centres/Extension Centres at Ajmer (Kekri), Agartala, Aizawl, Aurangabad, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churchandpur, Delhi, Gangtok, Gorakhpur, Guwahati, Imphal, Itanagar, Jorhat, Jammu, Kokrajhar, Kolkata, Kohima, Kurukshetra, Lucknow, Lunglei, Leh, Pasighat, Patna, Ranchi, Ropar, Shimla, Srinagar, Shillong, Silchar, Senapati, Tezpur and Tura (<i>Computer Saksharta Kendra at Alawalpur</i>).	35*
2.	Accredited Institutes – Private Computer Training Institute accredited by NIELIT based on well defined norms and criteria for the conduct of courses in the Non Formal Sector (O/A/B/C Levels)	740 +
3.	Facilitation Centres – Private Computer Training Units engaged in the delivery and proliferation of IT Literacy in the country through NIELIT's CCC/ BCC courses.	9400 +

* The network of NIELIT Centres is likely to further increase on PAN India basis.

NIELIT is engaged in carrying out Education & Training Programs - both in the Formal & Non-Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state-of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the Non-Formal Sector of Education in the field of IT and related areas.

NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics System Design & Manufacturing (ESDM), Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R & D, etc.

Vision

To develop Excellence and Standards in the areas of Information Technology, Electronics, Communications Technologies and allied verticals by Capacity Building through Skill Development, Accreditation, Examination, Certification, Projects, Consultancy & Services.

Mission

To be a source for generating quality Human Resources through Industry Oriented Courses targeted towards Self-Reliance, Employability and Entrepreneurship.

Objective

The main objectives of NIELIT are

- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various NIELIT Schemes in the Non-Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence rate in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of NIELIT (HQ) and its Centres

Core activities of NIELIT:

Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:

- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from NIELIT should not only find employment but also be sought after by the Industry.
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of NIELIT.
- Regular feedback from customers i.e. students and Industry.

The above IT Education & Training Programs are categorized as follows:

- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses;
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT

The wide repertoire of NIELIT Courses includes: (a) Courses in the **Formal Sector**, being offered by the NIELIT Centres, in association with State Universities/Technical Boards, such as *M.Tech, B.Tech, MCA, BCA, Diploma etc.*; (b) Courses in the **Non-Formal Sector** viz; 'O' Level (equivalent to foundation level), 'A' Level (equivalent to Advance Diploma), 'B' Level (equivalent to MCA Level), 'C' Level, being offered by NIELIT Centres and other training institutions that have been granted accreditation for the purpose; (c) **Short Terms Skill Oriented Courses** by the NIELIT Centres in IT and Electronics depending on demographic

demands; (d) **Digital Literacy Courses**, such as ACC (Awareness in Computer Concepts), CCC (Course on Computer Concepts), BCC (Basic Computer Courses), CCC+, ECC; and (e) Training Programs or Corporate Training programs, which are tailor made programs, based on specific requirements.

NIELIT is also engaged in various large education projects, Implementation of various Government Schemes, Data Processing, Software Development and Consultancy projects in addition to Education & Training Programs.

Accreditation of Institutes

NIELIT designs and regularly updates syllabi of its Courses and also accredits the courses of the Institutes subject to meeting well defined criteria for respective levels, conducts Examinations twice in a year and issues certificates to the successful trainees in respect of all the courses offered under the Schemes. The institutes accredited for either or more of O, A, B and C level of courses are authorized to conduct training for these Courses and offer trainees for the Examinations conducted by this Institute as per schedule. Also trainees are allowed to appear as direct trainees based on self study.

Chapter 3: General Information to Bidders

1. The Tender document has to be downloaded from web site (www.nielit.gov.in or www.meity.gov.in or www.eprocure.gov.in) and be submitted online through CPP Portal www.eprocure.gov.in along with the proof of payment of **EMD of Rs 3,00,000/- (Three Lakh only)** through online transfer by NEFT/RTGS.

No physical sale of Application form will be done and there is no exemption from payment of EMD, and tenders without EMD will not be accepted. However, Micro and Small Enterprises (SMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department shall be exempted from payment of EMD only.

2. Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications. The bidder is advised to visit the websites of NIELIT HQ and NIELIT centres to understand the training activities being offered and other related information.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process
4. Each offer shall specify only a single solution which is cost effective and meeting the tender specifications
5. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. **Bidding through consortium is not allowed.**
6. The Director General, NIELIT reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director General, NIELIT shall be final and binding.

7. Pre-bid Conference

NIELIT will host a Pre-Bid Conference of prospective bidders as per the schedule mentioned at page no-3. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the Pre bid conference is mentioned below:

**Electronics Niketan, 6, CGO Complex,
Lodhi Road, New Delhi - 110 003**

Any change in Venue and Time for Pre-Bid Conference will be displayed on NIELIT website <http://www.nielit.gov.in>, <http://www.meity.gov.in>, and www.eprocure.gov.in one day before the schedule of Pre-Bid Conference.

Enquiries and Clarifications: Enquiries, if any, shall be addressed to:

Sh. Jasbir Singh, Deputy Director
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363330, 24367715, 96433-39136 Email: jasbir@nielit.gov.in

- i. All clarifications that are received by email in prescribed format on or before the date mentioned in the schedule will be addressed by NIELIT in the Pre-bid Conference. NIELIT shall aggregate and respond to all such clarifications as per

- the schedule of bidding. This response to clarifications will be issued as a Corrigendum to the original tender document.
- ii. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. NIELIT shall endeavour to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding Process.
 - iii. In respect of clarifications received, the following shall apply:
 - a) NIELIT reserves the right not to consider any condition or query that, in the own sole discretion of NIELIT, is found unacceptable.
 - b) If in NIELIT's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be made available on NIELIT Website (<http://www.nielit.gov.in>), <http://www.meity.gov.in> and www.eprocure.gov.in.
 - c) In respect of suggestions / alterations proposed, NIELIT may consider them and the result will be published on NIELIT Website (<http://www.nielit.gov.in>), <http://www.meity.gov.in> and www.eprocure.gov.in.
 - iv. If NIELIT deems it appropriate to revise any part of this Tender Document or to issue additional data to clarify an interpretation of the provisions of this Tender Document, it may issue supplements to this Tender Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/post, etc. will be communicated to all the bidders by putting up on NIELIT Website (<http://www.nielit.gov.in>), <http://www.meity.gov.in> and www.eprocure.gov.in. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
 - v. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website <http://www.nielit.gov.in>, <http://www.meity.gov.in>, & www.eprocure.gov.in.

8. Earnest Money Deposit/Performance Security Deposit

8.1. Earnest Money Deposit (EMD)

- a) The bidder should upload proof of online payment of EMD of Rs. 3,00,000/- (Rupees Three Lakh only) with the Technical Bid.
- b) The bids without EMD shall be summarily rejected. However, Micro and Small Enterprises (SMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department shall be exempted from payment of EMD.

Refund of EMD

- i) The successful bidder shall be required to deposit Performance Security Deposit in the form of Bank Guarantee equivalent to 10% of contract value to NIELIT before release of its EMD.
- ii) EMD shall be refunded to the selected bidder only after signing of the contract and receipt of Performance Security Deposit or may be extended as Bank Guarantee for furnishing of performance security deposit as per section *Performance Security Deposit* of the tender document.
- iii) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.

Forfeiture of EMD: The EMD will be forfeited:

- i) If the bidder withdraws the bid after quoting and submission / acceptance;

- ii) If the bidder withdraws the bid , or unilaterally amends, impairs or rescinds the offer before the expiry of the validity period of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry of the bid;
- iii) If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;
- iv) If the selected bidder fails to execute agreement in prescribed format as per **Annexure-11**;
- v) If the bidder fails to furnish the bank guarantee within the prescribed time;
- vi) If the bidder submits the offer with forged documents or alters the RFP terms and conditions or language/wordings in any manner.

8.2. Performance Security Deposit (PSD)

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit.
- b) Form of Performance Security Deposit: Performance Security Deposit would be for an amount of 10 percent of the value of the awarded contract(s). Performance Security shall be furnished in the form of Bank Guarantee from a Scheduled Commercial bank in favour of NIELIT as per prescribed format (**Annexure-7**).
- c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier’s/ Bidder’s failure to comply with its obligations under the Contract.
- d) The PBG must be routed through Structured Financial Messaging System (SFMS) from issuing bank to NIELIT bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be taken as submitted and become operational. NIELIT bank details are:

1.	Beneficiary Name & Address	National Institute of Electronics & Information Technology (NIELIT) Electronics Niketan, 6 CGO Complex, Lodhi Road New Delhi – 110 003
2.	Name of the Bank	Bank of India
3.	Bank Branch & Address	Electronics Niketan, 6 CGO Complex, Lodhi Road New Delhi – 110 003
4.	Beneficiary A/c No.	604820100000012
5.	IFSC Code	BKID0006048

Validity of PSD

- i) The Performance Security for *“Design, Development and Implementation of Online Integrated Student Life Cycle Management System”* should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- ii) For Annual Maintenance Contract, a separate agreement shall be signed. The successful bidder has to submit Performance Security @ 10% of total AMC work for a period of two years. It should remain valid for a period of 60 days beyond the date of completion of all contractual obligations for AMC.

Forfeiture of PSD: Performance Security Deposit shall be forfeited/invoked in the following cases: -

- i) When any term and condition of the contract is breached.
- ii) When the Vendor/ Bidder fails to provide deliverables after partially executing the purchase/ work order or vendor fails to fulfil its obligations under the contract.

Notes:

- i) No interest will be paid by NIELIT on the amount of EMD and performance security Deposit.
- ii) Forfeiture of earnest money deposit / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

9. Submission of Bid

- 1) RFP documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> or www.nielit.gov.in. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions on the CPP Portal regarding registration and online bid submission.
- 2) Bidders can access RFP documents on the website, fill them with all relevant information and submit the completed documents into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Bids and supporting documents must be uploaded through e-procurement portal. Hard copy of the bid will not be accepted.

Documents to be enclosed with the Technical and Financial Bid- The documents shall be as per the below mentioned checklist in two bid format:

- a) **Technical Bid** should be **uploaded** containing the following:
 - i) Tender documents duly completed, digitally signed but without indicating the price.
 - ii) Proof of online payment of Earnest Money Deposit as prescribed.
 - iii) Supporting documents in respect of Eligibility & Pre-Qualification Criteria as per **Annexure-1**.
 - iv) Letter of Undertaking as per **Annexure-2**.
 - v) Declaration on Stamp Paper – non-blacklisting (**Annexure-3**)
 - vi) Schedule and time line for delivery of the project.
 - vii) Performance statement of last 3 years.
 - viii) Details of similar works executed (**Annexure-5**) and proof regarding past performance of the similar work/services & list of clients.
 - ix) Representative Authorization Letter (**Annexure-6**) with power of attorney.
 - x) The list and number of software licenses required and their tentative cost for the proposed system or if the software is open source then stable version with long time support (LTS) compatible with Meghraj Cloud Server (NIC)
 - xi) Write up and Presentation on proposed solution indicating broad features, technology to be used & layouts.

EMD must be transferred online through NEFT/RTGS on or before the closing date and time of the bids to the following NIELIT account:

1.	Bank Name & Address	Bank of India, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi – 110 003
2.	A/c No.	604820100000012
3.	IFSC Code	BKID0006048

The receipt of EMD shall not entail the bidder to be eligible for consideration of bid unless and until the bid complete in all respects is submitted through e-Procurement portal.

- b) **Financial bid** should be uploaded in BoQ format only containing the following:
 - i) The bidder shall quote the prices/rates online as specified in the BoQ format given at **Annexure-9**.

- ii) The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only.
- iii) The bidders should quote their most competitive prices/rates.
- iv) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them.
- v) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

Notes:

- i) NIELIT will not be responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues. The bidders are advised to submit the bids through online eProcurement system well before the bid submission end date and time (as per CPP Portal Server System Clock).
- ii) The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Tender Document.
- iii) In case, any bidder encloses the financial bid within technical bid or sends hard copy of financial bid, the bid shall be rejected summarily.
- iv) Submission of Technical Bid and Financial Bid in any other format than prescribed or with any variation/modification from prescribed format may result in invalidation/rejection of such bids. Bid once submitted cannot be modified.
- v) Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- vi) All information called for in the enclosed Annexures should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases.
- vii) If any particular query is not applicable, it should be stated as "Not Applicable".
- viii) Not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexures or deliberately suppressing the information may result in the bidder being summarily disqualified and initiation of legal action under the purview of the applicable law.

10. Undertaking for reasonableness

The bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.

11. Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) If the bidder does not accept the correction of errors, its bid will be rejected.
- (d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

12. Last Date for Submission of e-Bids

Last date of submission of proposal is **as per schedule given on page-3.**

NIELIT reserves the right to postpone and/or extend the date of submission/opening of bids or to withdraw the RFP, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the NIELIT.

13. Acceptance of offer

NIELIT reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason. All responses including Financial and Technical proposals would be deemed to be irrevocable offers / proposals from the Bidders and if accepted by NIELIT, shall form part of the final contract between NIELIT and Bidder.

14. Excuse from Claim

The Bidders at no point of time can excuse themselves from any claims by NIELIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Tender document.

15. Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Tender Document and no request to change the last date or extend period / time for submission shall be entertained by NIELIT. However, NIELIT reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying on its website.

16. Presentation before Technical Committee

The Bidders shall be required to make presentation on technical and operational aspects of the bid including the technology proposed by the bidder during technical bids' evaluation process as described in *Chapter 6: Bid Evaluation Criteria and Selection Procedure.*

17. Software Requirement and Licenses

The list and number of software licenses required and their tentative cost for the proposed system shall be provided to NIELIT by the selected bidder with technical bid. However, if the software is open source then stable version with long time support (LTS) compatible with Meghraj Cloud Server (NIC) should be identified by the bidder. Whether proprietary or open source, the system shall be configured and implemented on NIC Cloud (Meghraj) by the bidder.

18. Confidentiality of Process:

Information relating to the examination, clarification, evaluation and comparison of proposals, and recommendations for the award of the Project will not be disclosed by NIELIT to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced.

19. Right to Termination/Cancellation

Notwithstanding anything contained in this document, NIELIT, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time, prior to signing the contract and NIELIT shall have no liability for above-mentioned actions.

20. Authentication of Bid

All the Bidders have to abide by all the terms and conditions mentioned in this Tender document. Each bid document and supporting documents uploaded **must be digitally signed**. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization (as per annexure-6). **All pages of the Bid Document should be properly numbered** and submitted along with forwarding letter on bidder's letter head. There should not be any overwriting or cutting or interpolation.

21. Opening of Technical Bids

- a) Bids duly submitted & uploaded, will be opened online on the schedule date and time. The bids will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of the bids.
- b) Bid of only those bidders will be opened who have submitted requisite EMD as above **within the specified time limit**.
- c) If due date of receipt of bids and/or that of opening of bids happens to be a closed holiday(s), the bids would be opened on the next working day but the time of receipt of bids will remain the same.
- d) The Bidder's names, the presence or absence of requisite fees will be announced at the opening.

22. Opening of Financial Bids

The submission and opening of bids will be through e-tendering process only. Financial bid has to be submitted on-line only (no hard copy). Financial Bids will be opened online on the scheduled date and time and compared after the technical evaluation of the bids. **The financial bids will be opened for the shortlisted technically qualified bidders only.** The name of Bidder, bid prices of each Bid, shall be announced by NIELIT during opening of financial Bid. The bidders or their authorized representative may, if they so desire be present at the time of opening of the bids.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by displaying the same on the website of NIELIT <http://www.nielit.gov.in> and www.eprocure.gov.in only.

23. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, NIELIT may, at its own sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification and the response shall be in writing by post or email. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. No representation in this regard would be entertained after rejection of the Bid.

24. Completeness of Bids

Information must be furnished in comprehensive manner against each column of Bid Document. NIELIT will examine the Bids to determine as to whether they are complete in all respects. In particular, whether

- a) they meet all the conditions of the Tender Document and Technical Specifications
- b) any computational errors have been made
- c) required sureties have been furnished
- d) the documents are as prescribed and have been properly signed
- e) the Bid Documents are substantially responsive to the requirements of the Tender Document

25. Rejection of Bid

The Bids that are not submitted on CPP portal shall not be accepted. Bids submitted by post, Telex, fax or email would not be entertained. Any condition put forth by the Bidder not conforming to the Tender Document requirements shall not be entertained at all

and such Proposal shall be rejected. Tender documents with any condition or with alteration to formats of declarations, undertakings and bid formats will be summarily rejected.

Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or an autonomous body or has indulged in any malpractice/ unethical practice or has not honoured contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIELIT reserves the right to reject such a bid at any stage.

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.

26. Validity of Bid

Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

27. Designated Contact person:

Sh. Jasbir Singh, Deputy Director
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363330, 24367715, 96433-39136
Email: jasbir@nielit.gov.in

Chapter 4: Terms of Reference

4.1 Objective

The purpose of this RFP is to identify competent and professional eligible Bidder(s) for Design, Development and Implementation of Online Integrated System for Centralized Student Life Cycle Management integrated with existing Online Examination & e-Certification, and placement Systems.

4.2 Scope of Work

4.2.1 Background

NIELIT is looking for an online (web-enabled) integrated rules-based system for centralized student life cycle management tailored for evolving policy having transparent online accreditation procedure, common standardized course structures, centralized all-embracing registration and comprehensive reporting to fulfil requirements of NIELIT departments, MeitY, NSDA, etc.

The objectives for implementation of such a system are:

- a. Scalable, secure, robust and responsive online system for student lifecycle management (accreditation, expert empanelment, scheduling of courses, enquiry of courses, enrolment for courses and examinations) to be integrated with existing systems such as examination, e-learning, e-certification, and placement systems, etc. and flexible enough to integrate with new systems in future such as Aadhaar Enabled Biometric Attendance System) with **High Availability Architecture and Disaster Recovery mechanism** in place.
- b. System that is flexible enough to adapt to evolving policy and administrative rules.
- c. Online application and processing of accreditation applications for long term and/or short term course or group of courses as per rules, and online accreditation renewal procedure.
- d. Flexible program/course/exam scheduling and common student interface for enquiry and enrolment to cover wide repertoire of programs offered by NIELIT HQs and its centres such as formal, non-formal, IT Literacy, short term, corporate training programmes/on-demand programmes.
- e. Fulfil requirements for MIS reports for various government schemes/departments such as for MeitY, Labour Market Information System (LMIS) of NSDA, etc.
- f. Minimize duplication, paperwork and unnecessary redundancy due to manual processing/manual transfer of data to enable NIELIT officials to focus more on their core activities.
- g. Better management and retrieval mechanism.

Through this Tender Document, NIELIT is looking for an Online Student Life Cycle Management System integrated with existing examination, certification, and placement systems. The newly designed system shall be deployed by the bidder at Data Centre of Govt. of India (NIC Data Centre). In addition to above, the selected bidder will also carry out the migration of existing data from systems to be replaced and from NIELIT Centres to the proposed integrated System.

The selected bidder will have the sole responsibility to deploy and maintain the system. The selected bidder should assess the capacity planning and assessment for the solution. The competent and professional organizations/firms having proven expertise in System Study, Design, Development, Implementation and Maintenance of Web enabled applications using latest available proprietary or stable Open Source technologies are requested to submit their bids against this Tender Document.

4.2.2 Broad scope of work

If any services, functions or responsibilities not specifically described in the contract are an inherent, necessary or customary part of the services or are required for proper performance or provision of the services in accordance with the Broad Scope of Work or Indicative List of Required Features, they shall be deemed to be included within the scope of the work to be delivered for the charges, as if such services, functions or responsibilities were specifically described in the scope of work.

The System should be driven by an integrated suite of software modules with customization capabilities that supports the basic internal business processes of NIELIT activities under scope of work and have a common database and Service Oriented Architecture wherever appropriate or required for integration with other systems.

The work includes:

1. Study, Requirement understanding and Analysis with respect to developing Online Integrated System for NIELIT after undertaking the study of the existing systems:
 - Preliminary study for existing system of NIELIT.
 - Requirement gathering through consultation with NIELIT.
 - Finalisation of Software and Database configuration.
 - Finalization of data migration and changeover strategy for smooth changeover.
2. Design, Development, Implementation and Maintenance of proposed online integrated system.
3. The system shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective Centre/Domain as per their assigned rights.
4. System should be robust, responsive and support at least 1000 concurrent users per instance and scalable as per need.
5. System front-end should initially be Bilingual and shall have provision for easily supporting other Indian Languages (multilingual) in future.
6. Bidder shall carry out the Data migration /Porting of existing data into the new system. The format/schemas of existing data may be provided to the bidder on request.
7. Bidder shall get the system security audited at its own cost from CERT-In/CERT-In Empanelled vendors.
8. The selected bidder would be required to provide Warranty, Maintenance, and Technical Support from the date of issue of completion certificate, and Annual maintenance of system with onsite technical support as and when required. Warranty and AMC include minor additional requirements/minor changes apart from regular maintenance. The free warranty period would be of **ONE year** after the successful implementation of the system on production server. The successful implementation of the system means:
 - a. Sign off of UAT
 - b. Security Audit
 - c. Successful Implementation on Production Server
 - d. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.

After expiry of warranty period, the bidder shall compulsorily offer AMC for a minimum of two years @ 8% per annum of contract value after expiry of warranty period. However, NIELIT may or may not award the AMC at its own sole discretion.
9. Identify the training requirements and train the concerned NIELIT staff/officers for successful implementation and maintenance of the developed system. The Training shall include application, database and other related features.
10. Preparation of User, Design & Technical manuals and other documents for the developed system in an easy to understand and user friendly language with proper Diagrams, Screen-shots and charts wherever required.

11. The design should organise business logic (with facility for authorised users to define, modify, add, and delete business rules from front end) and presentation logic separately while developing and implementing the proposed system, thus, restricting the database queries to be inserted inside the presentation and business logic; rather, it should be written in the Database only. Data fields' names should be self-explanatory.

4.2.3 Indicative Scope of Work

The indicative scope of work regarding Designing, Development, Implementation, and Maintenance of online integrated Student Life Cycle Management System integrating information & activities of all NIELIT Centres, students and HQs is specified as under:

Phase 1: Analysis

- i. Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.
- ii. **Study of the existing systems which includes database, features and functionality, course structures & eligibility, accreditation system, schemes, registration SOP, screening committee guidelines, etc. to determine precise requirements of the new system.**
- iii. Detailed discussions with concerned NIELIT officials to understand the overall objectives of the assignment.
- iv. Finalization of Project Objectives/Requirements.
- v. Submission of detailed Project Proposal /Plan.
- vi. Signoff on detailed project plan, activities, timelines etc from NIELIT.

Phase 2: Design

- i. Detailed Requirement gathering and analysis.
- ii. Study and analysis of existing /Similar system and include best practices in draft design.
- iii. Carry out a System Study including SOPs, guidelines, programmes' eligibility, existing systems to be replaced and with which to interact, etc. to prepare the Software Requirements Specification (SRS) and Functional Requirement Specification (FRS) document.
- iv. Identification of technologies/platforms compatible with GI Cloud (Meghraj).
- v. Detailed High level and Low level application designs.
- vi. Information Integration and Consolidation.
- vii. Client Sign-off for Requirement Analysis.
- viii. Vendor shall develop appropriate screen layouts and templates for the user feedback.
- ix. Approval of prototype (design interface) developed by vendor.
- x. Coordination and collection of required data from NIELIT.
- xi. Approval on the data gathered by the client department.
- xii. Proper backup policy and Disaster Recovery Management.
- xiii. Data migration strategy.
- xiv. Comply with website security and Auditing & Logging guidelines issued by NIC, CERT-IN and MeitY, Gol.

Phase 3: Development

- i. Coding / Temporary Demo server
- ii. Importing of data for testing
- iii. Application Development
- iv. Integrate proposed solution with NIELIT existing online payment solution (NDML, appointed by MeitY, is currently providing the payment gateway services to NIELIT.) for payment by its various stakeholders:
 - ✓ CSC-SPV Wallet and NEFT/RTGS/IMPS support would also be used. Any other mode of payment as need arises may also be included in future.

- ✓ Generation of receipts/acknowledgements.
- ✓ Automated reconciliation and generate necessary reports, etc.
- v. Adherence to Web Application Audit/ Compliance and Approval / Security Features
- vi. High availability architecture with following elements:
 - a. Load balancing and Redundancy.
 - b. Elimination of single points of failure.
 - c. Detection of failures as they occur.
- vii. Developed System Application should have multiple backend systems interfacing capabilities.
- viii. Rigorous testing of Developed system including Unit Testing, Integration Testing, System Testing, Functional Testing, Peak Load Testing, etc with reports.
- ix. Testing of developed system based upon Compliance to applicable guidelines, Assess the user objective achievement, etc.
- x. Completed system components for UAT
- xi. Migration of existing data for UAT
- xii. UAT Sign-off by NIELIT
- xiii. Modification based upon user feedback
- xiv. Migration of data to production environment
- xv. Sign off on developed system by NIELIT

Phase 4: Operation and Maintenance support

- i. Identify and execute training requirements for successful execution of integrated system
- ii. Creations of necessary documents and User Manual for training
- iii. Support in handover of system to NIELIT
- iv. Support on Training / Demo as and when required
- v. Warranty Maintenance
- vi. Annual Maintenance of system
- vii. Designing interface/ mechanism for Mobile based application

4.2.4 Indicative Deliverables

This section provides indicative deliverables; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with NIELIT.

- i. FRS, SRS, High Level Design and Architecture Documents
- ii. Performance Test Reports
- iii. Security Test Reports
- iv. UI Usability Report
- v. User Manual and SOP
- vi. Technical and Design Manual
- vii. Data Backup Process and Archival Process
- viii. Requirement Traceability Matrix
- ix. Error-free Source Code of the actual running software complete in all respects along with source code of DLLs and other Libraries
- x. Infrastructure design document
- xi. Data Migration Utility
- xii. Data Model
- xiii. Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies before hosting the services.

4.2.5 Indicative List of Required Features to be included in the System

The following is an indicative outline of required features. **Tentative Module outline of the required features under scope of work is at Annexure-10.** Detailed requirements will be finalized by the bidder in consultation with user departments of NIELIT. The online

integrated system catering to the needs of all NIELIT centres, accredited institutes, students and HQ should include the following:

- a) Finalisation of backup policy and Disaster Recovery Management.
- b) **Online Comprehensive Solution for Student Life Cycle Management:**
 - i) Accreditation module for provisionally and fully accrediting centres (including Facilitation Centres) for conducting one or more course(s) as per NIELIT policy having facilities for online applications including online payment of fees and processing including uploading of supporting documents, screening, inspection, accreditation/rejection/deferment of applications, online monitoring and renewal/downgrade/withdrawal of accreditation.
 - ii) Management of experts such as accreditation screening experts, exam superintendents, observers, etc.
 - iii) Facility for HQ to add/update/revise modules and courses and their details including modifiable rules and facility for RCs to add short term, corporate and other such on-demand programmes which only RCs adding them can schedule. Module based course construction.
 - iv) Features for HQ/RCs to add/modify details and rules of scheduling of courses, etc. pertaining to their respective Centre/Domain as per their assigned rights and modifiable automatic scheduling as per exam calendar wherever applicable.
 - v) Easy to access and understand information system for students comprising various training activities of NIELIT.
 - vi) Track interactions with students from first contact to course completion and beyond and checks to minimise duplicity.
 - vii) Online registration for courses **including online payment and distribution of fees to concerned Centre** (in case of RCs).
 - viii) Exam Scheduling (with provision for scheduling of on-demand exams)/rescheduling and online registration for examinations after **online payment of fees** (such as exam, practical or project fee).
 - ix) Feature to add/modify any sponsored scheme/sponsorship/scholarship for any course with provision of effective dates.
 - x) **Mechanism to indentify, exempt from payment or reimburse as the case may be, and report for reconciliation purposes candidates who are registered under any sponsorship/scheme.**
 - xi) Mechanism for batch upload and registration (including user creation of new students and checks for duplicity) of Accredited Institutes'/Facilitation Centres' students and **verification of course completion by AIs/FCs.**
 - xii) Functionality to assign roll numbers and exam centre to the candidates as per choice and availability and to assign experts to centres.
 - xiii) Utilise email communication and tracking.
 - xiv) Access web-based forms for inquiry and registration to make management of student data easier and more accurate.
 - xv) It shall be possible to specify date(s) from which curriculum, fee structures, and other variables are applicable.
 - xvi) Automated transfer of required data between the proposed system and e-Learning / Digital Skills Platform, Examination, e-Certification, Placement Portal Systems and NIELIT Website. Web Services to facilitate interaction.
 - xvii) Provision for MIS reports and data transfer for LMIS of NSDA.**
 - xviii) Comprehensive Reporting for institutes, enrolment, payment reconciliation, etc. bearing name, user id, datetime, etc. for concerned departments/sections including Finance and Administration Departments.
 - xix) Provide mechanism to verify e-certificates issued by NIELIT to third parties.
 - xx) One time migration of data from the old system to the new system as well as latest three years data from individual centres with Unique ID assigned and user ids created**

and data enrichment where necessary. Schemas of the existing data may be provided to the bidder on request.

- xxi) Secure login-in for each user along with audit/log trail.
 - xxii) One login for Super Administrator at HQ and one login for Administrator of each Centre.
 - xxiii) Super Administrator can create/edit/assign/delete rules, roles and users along with audit/log trail. The bidder shall initially configure the rules at the time of testing and implementation.
 - xxiv) Database should be normalized, ensure referential integrity, appropriate primary keys should be defined, and data fields' names should be self-explanatory.
 - xxv) Feature of auto periodic backup of database.
 - xxvi) The Design should support the single sign On (Connect Once-Access everywhere) Multiple logins shall not be required by a single user to access different modules/functions. Existing user credentials of a single user for different modules to be merged. Also, signed-in user should be able to automatically access e-learning platform / digital skill platform as per their course / authorisation.**
 - xxvii) There should be a mechanism for Version Control and Bug Reporting & Tracking.**
 - xxviii) Mechanism to ensure through version control that any change in rules/procedure etc. does not make the data/information, etc. misleading, incompatible, or corrupt.
 - xxix) Design should support Extensive portal Analytics and Statistics to be provided, especially for student queries/student's traffic. Traffic reports, visitor analysis, duration analysis, top landing pages and top exit pages, other statistical reports should be provided as per requirement of NIELIT.
- c) System should be easy to navigate for prospective stakeholders & visitors of NIELIT.
 - d) Proposed System should be accessible on all platforms and all major popular browsers (e.g. Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera, etc). **A student shall be able to query/register/make payments from all popular browsers and mobile platforms.**
 - e) Portability to any of the Mobile Platforms (ex. Smart phones & Tablets) and mobile browsers.
 - f) System must have security features as follows:
 - i) Vendor should also get the Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies before hosting the services.
 - ii) Free from OWASP Vulnerabilities (Open Web Application Security Project).
 - iii) Captcha Code on all entry forms.
 - iv) Strong Password Policy.
 - v) Storing of any kind of username and password in the encrypted form in the database.
 - vi) Session Management.
 - vii) Audit/Log Trail.
 - g) Audit Trail should be maintained as per guidelines issued by Cert-IN throughout the system and database but should be kept separate as far as possible from main tables including:
 - i) Login attempts with time, IP Address, etc.
 - ii) Any change in data with time, IP Address etc.
 - h) **System shall have feature to send the EMAIL/SMS notifications to stakeholders in the following cases and others as required:**
 - i) Verification email/SMS to institutes applying for accreditation
 - ii) Calling for clarifications/additional information from institutes applying for accreditation

- iii) Decision on the application of accreditation/facilitation centre
 - iv) Assignment of duties to the experts
 - v) Query data to concerned centres at predefined intervals.
 - vi) For verification of contact details of students at the time of registration.
 - vii) Reminders to pay instalments due.
 - viii) Important dates (like last date(s)) etc. to the registered students.
 - ix) Student details for confirmation after registration/verification of course completion by RCs/AIs.
 - x) Students who have been deactivated.
 - xi) Automated MIS reports
- i) The proposed System to be implemented using either proprietary or any Open Source stable platform compatible with Meghraj Cloud Server (NIC) and shall be implemented by the bidder on Meghraj keeping a centralized code repository and database with replication to ensure quick responses.

Note: Features requirements indicated above are bare minimum. It does not limit Bidders to give better system.

4.3 Schedule and time line for delivery of the project

Project has to be completed within timelines. The maximum time for completion of project and various milestones is as under from the date of award of contract including testing and implementation of the proposed system:

S No	Milestone	Time Allowed
1	Analysis of the Project	14 days
2	Submission of Detailed Project Plan	14 days
3	Any suggestions for changes by NIELIT	14 days
4	Resubmission after modifications suggested by NIELIT	7 days
5	Sign Off and acceptance by NIELIT	7 days
6	Detailed Requirement gathering and analysis including Study and analysis of existing/Similar system and include best practices in draft design, Carry out a System Study to prepare the SRS, including Detailed High level and Low level application designs, Information Integration and Consolidation and submission of SRS document	45 days
7	Client Sign-off for Requirement Analysis, preparation of data design and application architecture for the system, data migration strategy, development of appropriate screen layouts and forms for the users, approval of prototype (design interface) developed, coordination and collection of required data from NIELIT (design should comply with system security guidelines issued by Cert-IN, NIC, MeitY, Gol)	30 days
8	Development of the system	90 days
9	Hosting Staging Server, UAT, and Security Audit	45 days
10	Hosting on the Production Server	14 days
11	Training	Mutually Decided

4.4 Mid Term Review & Audit – Midterm evaluation may be done to critically review the progress of the work and performance of the successful bidder. NIELIT, at its discretion may also appoint third party for the same. The bidder will have to provide access to all information that may be required by NIELIT/third party to successfully complete the review/audit.

Chapter 5: Deliverables from the Bidders

5.1 Design, Development and Implementation of Online Integrated Student Life Cycle Management System

NIELIT has envisaged the following activities that are required to be taken up by the Bidder to achieve the objectives:

- i. To conduct the User Requirement Study, System Requirement Study as per the Chapter 4 – “Terms of Reference” and to finalize the requirements in consultation with NIELIT.
- ii. Develop “Visual Prototype” and Database Design and obtain approval from NIELIT, Preparation and submission of SRS, FRS, SDD, etc.
- iii. Development of Online Integrated System after getting the approval of prototype system.
- iv. **Testing**

The bidder shall thoroughly test the system for load, quality and performance along with proper functioning at its site before deployment of the software on production environment and submit test reports to the buyer.

 - a) In addition to above, NIELIT may hire services of third party to certify the system for load, quality and performance at its own cost to ensure proper functioning of the system. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.
 - b) Final approval/User Acceptance of the system shall be given by NIELIT after the testing and successful implementation.
 - c) The system thus developed and tested shall be hosted and maintained at NIC Data Centre by the bidder.
 - d) The bidder shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the system would be hosted for efficient working of the System.
- v. **Security Audit**

Vendor shall get the system security audited for “Safe to Host” certification from CERT-IN/CERT-IN Empanelled vendors before deploying the system in production environment at Data Centre of Govt. of India (NIC Data Centre). The cost of security audit certification will have to be borne by the bidder only.
- vi. **Source Code, Proprietorship and Patent**

Vendor will provide the latest and complete source code of the actual running software which can be compiled and deployed by NIELIT along with all the requisite software (Source Code, Libraries, IDEs etc.). NIELIT will be the sole proprietor of the system developed and its Intellectual Property Rights, and any patents arising out of the work shall be of NIELIT, and vendor will have no claim on the same.
- vii. **Deployment of System**

Deployment shall include implementation and maintenance of the developed system.

- a) Bidder shall submit ideal minimum deployment requirements for the proposed system that will be sufficient for the smooth functioning of the system without compromising the performance.
- b) These deployment requirements should consist of minimum required virtual hardware and networking items / components that NIELIT needs to arrange for the successful installation and implementation of system.
- c) Deployment of required system software and application shall be done by the bidder on NIC Cloud.

viii. **Preparation of Master Data**

The bidder shall be responsible for one time migration/porting of data from the old system (and at least three years data currently with NIELIT centres) regarding NIELIT HQ, NIELIT Centres, accredited institutes, TPs, courses, students, experts, etc. after conversion as per the new design required for implementation of proposed system under the supervision of designated officers of NIELIT HQ and NIELIT centres.

ix. **Hands on Training over the developed System**

- a) The bidder shall provide hands on user training to NIELIT staff for proper functioning, management of the system.
- b) The training shall be conducted for at-least two days at NIELIT HQ, Aurangabad, and Guwahati.
- c) The Training Plan shall be mutually decided between NIELIT and the Bidder.
- d) Training shall be provided on the basis of Training to Tutor model.
- e) During training, user manuals for the system shall be provided by the successful bidder.
- f) No extra cost would be borne by NIELIT on account of this.

5.2 Post Implementation Support/Warranty (Support after sign off of UAT)

The Bidder shall be responsible for installation, administration and maintenance of the system for the period of Warranty after successful implementation and porting of data. The warranty period would be of **ONE year** after the successful implementation of the system on production server.

- a) During the Warranty period, the bidder shall perform all the upgrade/new version update free of cost.
- b) **The bidder shall compulsorily offer AMC for a minimum of two years @8% per annum of contract value after expiry of warranty period. However, NIELIT may or may not award the AMC at its own sole discretion.**

5.3 Requirements and Expected Features of Proposed Integrated System

- a) **Browser Independent:** The system so designed and developed should be compatible with all popularly used browsers including mobile browsers.
- b) **Software Platform:** The system should be developed using latest proprietary or stable open source technology with Long Term Support. Source code should be well documented. NIELIT shall have the right to approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested.
- c) The system should have user friendly Graphical User Interface (GUI) and should enable role based access rights to each user. The interface needs to be developed for the users as per the FRS, URS and SRS approved by NIELIT.

- d) The system should be so designed and developed that it gives a feel of a portal with International Level Institute look, shall be User friendly, Easy to access or navigate, and should attract the students/ visitors and prospective stakeholders.
- e) The Page download/query response/uploads/submissions should be quick and fast.
- f) The necessary set up and Licenses required for the Security set up should be mentioned in the SRS document prepared.
- g) The MIS report - Drill down Reports, Matrix reports and other required reports to be developed for the System.

Note: Features discussed above are indicative. It does not limit Bidders to give more features as per best practices elsewhere.

Chapter 6: Bid Evaluation Criteria and Selection Procedure

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder.

6.1 Guiding Principle for Evaluation of Bids

- a. The tendering authority shall determine to its satisfaction whether the selected Bidder that has submitted the best and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- b. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and/or presentation by the Bidder.
- c. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- d. The tendering authority/ procurement committee, in observance of best practices, shall: -
 - i. Maintain the bid evaluation process strictly confidential as per the details below.
 - ii. Reject any attempts or pressures to distort the outcome of the evaluation, including Fraud and corruption.
 - iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

6.2 Confidentiality

- a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he/she is allowed to do so in writing.

6.3 Clarifications of Bids

- a) Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by the tendering authority shall not be considered.
- b) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Financial Bids.

6.4 Evaluation of Technical Bids (Eligibility Criteria)

To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.

Only those bids will be considered for QCBS evaluation, which fulfil the eligibility and pre-qualification criteria as per **Annexure-1** of this document and are found to be substantially responsive.

6.5 Evaluation of Bids on QCBS

Evaluation shall on the basis of **Combined Quality Cum Cost Based System (QCBS)** as under:

- The score of technical proposal will be allotted weightage of 70%, while the score of financial proposal will be allotted weightage of 30%.
- The technical score will be arrived at after evaluation of technical bids as per the section *Parameters for Technical Score on QCBS*.
- Financial Bids of only those bidders will be opened, who score at least 70% in the Technical Scoring in addition to fulfilling pre-qualification criteria as above.
- The rate quoted in Financial Bid must be reasonable and valid till the completion of project. The period can be extended with mutual agreement.
- Proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.

Illustration:

<i>Bidder</i>	<i>Financial Bid Amount</i>	<i>Financial Score</i>
<i>Bidder1</i>	<i>1,20,000</i>	<i>100000/120000*100 = 83.33</i>
<i>Bidder2</i>	<i>1,30,000</i>	<i>100000/130000*100 = 76.92</i>
<i>Bidder3</i>	<i>1,00,000</i>	<i>100</i>

- The total score, both technical (TS) and financial (FS), will be obtained by weighing the quality and cost scores and adding them up.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant/service provider shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. **The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.**

6.6 Parameters for Technical Score on Quality Cum Cost Based System (QCBS)

Bidders shall be asked to make presentation before the committee formed by NIELIT to arrive at the final Technical Score (TS). The technical evaluation of the bids to arrive at Technical Score will be done strictly as per the matrix shown below:

S. No.	Parameters	Break up of Paramaters	Weightage / Score	Max. Score
1.	Presence of the bidder in e-Governance Based Software Solutions	< 5 yrs	2	5
		5 to 10 yrs	3	
		> 10 yrs	5	
2.	Experience in Education Domain (supported by w/orders)	< 50 Institutes	5	10
		>= 50 Institutes	10	
3.	Experience in Centralized Online Conduct of Registrations & Admissions	< 5 lac applicants in single cycle	5	10
		>= 5 lac applicants in single cycle	10	

4.	Experience in Design & Development, and successful implementation of large scale software projects of value more than 1 crore in single order	<= 2 projects	5	10
		> 2 projects	10	
5.	Experience in Design & Development, and successful implementation of web based software projects for higher education /board /IIT /IIM/ NITs	< 2 Projects	5	10
		>= 2 Projects	10	
6.	Quality Certifications	ISO 9001:2015 & CMMi level 3	4	10
		ISO 9001:2015 & CMMi level 4/5	7	
		ISO 9001:2015 & CMMi level 4/5 & ISO 20000-1:2011	10	
7.	Implementation of Role based Dashboards at Cluster level for 100 institutes in one go	< 100	3	5
		>= 100 but < 300	4	
		> 300	5	
8.	Proposed Solution / Technical Presentation	Understanding of Requirements	5 max	30
		Readily Deployable Solution with minimal customization	10 max	
		Implementation Approach & Methodology	5 max	
		Technical Demonstration of required features in a single platform	5 max	
		Open Source Platform / solution	5	
9.	Company Credentials	Company History & Performance in e-Governance with Client Testimonials (min 3)	10	10

Chapter 7: General Terms and Conditions

1) Income Tax, Service Tax

Only Bidders who hold a valid PAN from Income Tax department and who are registered under the Service Tax Act shall bid. The PAN and the Service Tax Registration Number should be quoted in the tender document without which the tender is liable to rejection.

2) Contract Documents (Non – Disclosure Agreement)

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Bidder shall not, without prior written consent from NIELIT, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of NIELIT in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of NIELIT, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by NIELIT, other than the Contract itself, shall remain the property of NIELIT and shall be returned (in all copies) to NIELIT, on completion of the Bidder's performance under the Contract if so required by NIELIT.

3) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- c) **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- d) **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
- e) **No waiver:** Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- f) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- g) The contract shall be governed by the provisions of GFRs and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document are at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.

- h) **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- i) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of NIELIT shall be final and binding on all parties.

4) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the Purchaser, shall be written in English and/or Hindi languages only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English and/or Hindi, will not be considered for evaluation.
- c) For the purpose of evaluation and interpretation of the proposal, the English and/or Hindi language translation shall prevail.
- d) The Supplier/ Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) **Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) **Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Government of NCT of Delhi.
- b) Governing Law and Choice of Forum :
 - i. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
 - ii. Any suit/legal action filed by any third party on account of the services provided by the contractor against any item related/pertaining to this project shall be settled by the contractor at its own cost. NIELIT will NOT be a party to the same.

7) **Deliverables**

The bidder shall be single point of contact with NIELIT and shall be solely responsible for the execution & delivery of the work. The bidder whose tender is accepted shall arrange to start the services as mentioned in the bid document as per Deliverables from the Bidders mentioned in Chapter 4 of this Tender Document.

8) **Terms of Payment**

- a) The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only and shall be paid only as under:
 - i. 60% of the contract value after sign off of the UAT and handover of design and technical documents
 - ii. 30% of the contract value after the successful implementation as follows:
 - a. Security Audit
 - b. Successful Implementation on Production Server

- c. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.
- iii. 10% of the contract value after three months of implementation on production server.
- b) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- c) All remittance charges will be borne by the bidder.
- d) The successful bidder has to sign a service level agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.
- e) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- f) Amount payable to the successful bidder as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.
- g) All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:
 1. Bank Account Number of bidder/agency
 2. Name of the Account
 3. Bank Name
 4. Branch Name
 5. IFSC Code.
- h) **Tax deduction at source:** All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN(for TDS), as applicable
- i) For all services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
- j) The rates quoted shall be firm. However, after the award of contract, any variation in government levies shall be as per actuals.

9) Rates/ Prices

The rates quoted shall remain firm during the period of contract. However, after the award of contract, any variation in government levies shall be as per actuals.

10) Standard of performance

- a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques.
- b) The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices.
- c) It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to NIELIT.
- d) The Bidder shall always support and safeguard the legitimate interests of NIELIT, in any dealings with the third party.
- e) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.

- f) The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and Requirements. The security of the system should be foolproof and shall be treated “not foolproof”, where unauthorized persons being able to access/infiltrate in to the system. The system may be the software or a process adopted by vendor.
- g) The vender **shall be liable** to NIELIT for financial losses by way of some of system and process failure.

11) Copyright

The copyright in all documents and other materials containing data and information furnished to NIELIT by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to NIELIT directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

12) Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

13) Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or NIELIT's business or operations without the prior consent of NIELIT.

NIELIT also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as “confidential information”, belonging to the Bidder and which may come into the possession or custody of NIELIT in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

14) Penalty Clause / Liquidated Damage

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the contractor and not in any way attributable to the delay on the part of NIELIT, a penalty @ 0.50% of the contract value, per week or part thereof (subjected to maximum 10%) may be imposed.

If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT in this regard, the performance security deposit will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the contractor.

During warranty/AMC period, any call shall have to be attended within 24 hours and any software issue shall be resolved within 48 hours of being reported. In case the solution requires more time, the bidder should report to the concerned nodal officer within given time frame in writing with requisite details, time required and justification for requirement of more time for approval. A penalty of Rs. 1000/- per day for days the issue remains unresolved beyond 48 hours or extra time if allowed shall be imposed subject to maximum of 10% of contract value of the awarded work beyond which its contract is liable to be terminated besides initiation of other actions as deemed fit as per Indian laws.

Further, if any act or failure by the bidder results in failure or non-operation of systems and if NIELIT has to take corrective actions to ensure functionality of its systems, NIELIT reserves the right to claim/recover damages from the implementing agency, which shall be equal to the cost it incurs or loss it suffers from such act or failure.

NIELIT reserves its right to recover these amounts by any mode including adjusting from any payments to be made by NIELIT to the bidder, irrespective of whether such payment is related to this contract or otherwise.

15) Consortium

No consortium will be entertained by NIELIT. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with NIELIT or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

16) Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof.

17) Delays in the Bidder's Performance

Developing and successful hosting of the new common integrated system as per the timelines is the essence of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as committed by the bidder and notified from time to time by NIELIT to the bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to NIELIT in writing the fact of the delay, its likely duration and its cause(s). NIELIT will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work.

Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

18) Termination

a) Termination for Insolvency

NIELIT may at any time terminate the Contract by giving Notice to the Bidder/Contractor if the Bidder/Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder/Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT. Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.

b) Termination for Default

- i. NIELIT may, without prejudice to any other remedy for breach of contract, by 15 (fifteen) days notice in writing of default sent to the Bidder/Contractor, terminate the contract in whole or in part if the Bidder/Contractor: -
 - a. has abandoned or repudiated the Contract; or
 - b. has without valid reason failed to commence work on the project promptly; or
 - c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - d. refuses or is unable to provide sufficient Documentation, Services, or labour to execute and complete the project in the manner specified in the agreed and finalized Project Plan; or
 - e. makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from NIELIT; or
 - f. has obtained the contract as a result of ring tendering, or with illegal measures; or
 - g. information submitted/furnished are found to be incorrect; or
 - h. persistently disregards the instructions of NIELIT in contravention of any provision of the Contract; or
 - i. fails to adhere to the agreed program of work; or
 - j. assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or
 - k. performance is not satisfactory; or
 - l. fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - m. fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - n. makes an arrangement with or assignments in favour of its/their creditors or agrees to carry out the contract under a committee or inspection of its/their creditors; or
 - o. in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - p. commits breach of any condition of the contract.
- ii. **If NIELIT terminates the contract in whole or in part then amount of performance security deposit (PSD) will be forfeited.**
- iii. No claim/compensation shall be payable by NIELIT as a result of such termination.
- iv. NIELIT shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract.
- v. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- vi. The above shall be without prejudice to any other remedies/rights/claims etc. that may be available to NIELIT under the law.

c) Termination for Convenience

- i. NIELIT, by Notice sent to the Bidder/Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which

performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- ii. Depending on merits of the case the contractor may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

19) Disputes and Arbitration

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Secretary, Ministry of Electronics & Information Technology, Government of India. The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator has to be shared equally by the parties.

20) Reservation of Rights

NIELIT reserves the right to:

- a. Extend the Closing Date for submission of the Proposals
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on NIELIT website <http://www.nielit.gov.in>, <http://www.meity.gov.in> and www.eprocure.gov.in.
- c. Seek information from the bidders on any issue at any time.
- d. Allow a Bidder to change its Technical proposal if the same opportunity is given to all Bidders.
- e. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.
- f. Terminate or abandon this procedure or the entire project whether before or after the receipt of proposals.
- g. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.
- h. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- i. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

21) Force Majeure

- a) Notwithstanding anything contained in the Bid Document, the contractor shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.
- c) If a Force Majeure situation arises, the contractor shall promptly notify to NIELIT in writing, of such conditions and the cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- d) NIELIT may, terminate this agreement by giving a written notice of a minimum 15 days to the contractor, if as a result of Force Majeure; the contractor is unable to perform a material portion of the services for a period of more than 60 days.

22) Local Conditions

The Bidder shall inspect the sites of operation and shall satisfy itself of the conditions and/or availability of required resources and shall apprise itself of the procedure to be adopted and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about such things shall not be considered after the submission of bid.

23) Change Requests/ Management

- a. NIELIT may at any time, by a written order given to the firm, can make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
 - i. **Analysis and evaluation of the Change Request** - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - ii. **Approval or disapproval of the change request** – NIELIT will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - iii. **Implementation of the change** – The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - iv. **Verification of the change** - The change will be verified by NIELIT on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of NIELIT.
- d. In case of non-receipt of consent of NIELIT within a period of 10 working days from the date of communication, then the change will not be carried out.
- e. The impact of the change in terms of the cost and schedule will be re-estimated and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

24) Special Terms and Conditions

- a) The exact scope of work, deliverables, milestones and timelines shall be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the NIELIT, in this regard, shall be final and binding upon the firm.
- b) Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of NIELIT. Such offers will not be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- c) The successful bidder has to sign an service level agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the agreement, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- d) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- e) The Director General, NIELIT reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director General, NIELIT shall be final and binding. The work can be awarded to one or more agencies if need arises.

25) Patent Indemnity

- a) The Bidder shall, subject to NIELIT compliance with sub-clause (b) below, indemnify and hold harmless NIELIT and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which NIELIT may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other IPR registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Products/Services by the Bidder or the use of the Products/Services in the country where the Site is located; and
 - ii. the sale in any country of the products produced by using the Products/materials purchased under the contract.

Such indemnity shall not cover any use of the Products/Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Products/Services or any part thereof, or any Products/Services produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against NIELIT out of the matters referred to above, NIELIT shall promptly give the Bidder a notice thereof, and the Bidder shall at its own expense and in NIELIT's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the Bidder fails to notify NIELIT within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then NIELIT shall be free to conduct the same to the cost of Bidder.
- d) NIELIT shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

26) Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfill its obligations under this contract.

27) Change in Laws & Regulations

If after the date of proposal submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Bidder and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

28) Compliance with Laws

- a) The Bidder and the company who owns the patent of the technology being offered shall undertake to observe, adhere to, comply with and notify NIELIT about all laws in force or as are made applicable in future, pertaining to or applicable to the Bidder's business, their employees or their obligations towards employees and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NIELIT and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or

arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- b) The Bidder and the company who owns the patent of the technology being offered shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NIELIT and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NIELIT shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- c) The Bidder agrees that the Bidder shall not be entitled to assign / sub lease any or all of its rights and or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of NIELIT.

29) Conflict of Interest

NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT's Procurement Ethics.

In pursuance of NIELIT's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

30) Responsibilities of the Bidder

The bidder shall be responsible for the study and development of integrated system along with successful hosting of system as per the terms & specification and directions of NIELIT.

Annexure 1: Eligibility Criteria and Application Form

1. Addressed to:

Authority	Additional Director (P&A)
Address	NIELIT, Electronics Niketan Building, 6, CGO Complex, New Delhi – 110003, India.
Telephone	+91-11-24363330/1/2, 24366577/79/80
Tele Fax	+91 11 24363335
Email	jasbir@nielit.gov.in; (Reference no. should be clearly mentioned in the subject of the mail)

2. Firms Particulars to be given:

Name of Bidder	
Name & Designation of Authorized Signatory	
Registered Head Office Address	
Details of Incorporation of the Company.	Date:
	Ref #
Details of Commencement of Business	Date:
	Ref#
Valid Service tax registration no.	
Permanent Account Number (PAN)	
Address of the Firm	
Type of Firm	Public Limited/ Private Limited / Partnership/ Proprietary / Society
Telephone/Mobile Number(s) of Contact Person	
Email Address / Web Site	Email: Web-Site:
Fax No.	
Certification/Accreditation/Affiliation, if Any (attach proof)	
Whether bidder owns the source code of the system	
Clientele details along with contact numbers from Govt/ PSU / Corporate Clients from whom certificates of satisfactory report can be produced. NIELIT may also independently seek information regarding the performance from such clients.	
Security and other Software certifications.	

Indicate if organization has been blacklisted for any of the offices of Central or State Govt. or autonomous body or any of its other customers. If so, details may be provided.	
Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix	

3. Financial details for last 3 years as mentioned below:

As per audited Balance Sheets (in Rs. Cr.)				
Sno	Year	2013-14	2014-15	2015-16
1	Turn Over			
2	Net Profit			

4. Details of EMD Transfer:

Particulars	Transaction ID / Reference Number	Dated	Amount	Bank from which paid
Earnest Money Deposit			Rs. 3,00,000/- (Rupees Three Lakh Only)	

5. Eligibility and Pre-Qualification Criteria

Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the "Eligibility & Pre-qualification criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request. The Bidder must furnish the following information along with self attested copies of supporting documents, failing which the proposal shall not be considered:

S. No.	Eligibility & Pre-Qualification Criteria	Supporting documents	To be annexed as
1.	Covering Letter + Application Form	On Applicant's Letter head	Anx-A
2.	The Bidder should have been in existence for a period of at least 3 years as on 31-03-2017 and must be one of: <ul style="list-style-type: none"> • A company incorporated in India under Indian Companies Act, 1956/2013; or • A partnership firm registered under The Partnership Act 1932/LLP Act, 2008; or • A society registered under Societies Act, 1860 / State Act. Consortium of companies/ firms is not allowed.	Copy of the Certificate of Incorporation of the Company/ Firm's Registration Certificate.	Anx-B
3.	Bidder must possess and submit a valid: <ol style="list-style-type: none"> Permanent Account Number (PAN) of Bidder Service Tax Registration Certificate 	Valid copy of all the mentioned/ required Certificates / Documents.	Anx-C

4.	The Applicant should have experience in at least one assignment of providing similar solution including Role based Cluster level Dashboards showing aggregated reports (PAN India) for multiple institutions and customizable forms for any Government organization / PSU's in India during past three years ending 31-03-2017.	Copy of the relevant Work Order (any One) with Scope of Work/ Terms of Reference and Completion Certificates from Client.	Anx-D
5.	Bidder should have been working on 'end-to-end' Educational Governance Projects in India from Requirement Gathering to User Training and Maintenance of Integrated Solutions during past three years ending 31-March-2017 with at least two of the projects of value not less than Rs. 1 crore each (excluding cost of hardware).	Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder. The documentary evidence in form of work/contract and client report must be enclosed which should indicate the deliverables, commissioning/ completion certificates and the scope of relevant assignments.	Ann-E
6.	The Bidder should be ISO 9001:2015 (For Quality Management System) certified company and shall possess CMMi Level 3 or higher (Software Development & Customization) certification.	Valid copy of mentioned/ required Certificate(s).	Anx-F
7.	Bidder should be empanelled with any one of the government bodies like NICSI / NISG / GeM portal /DGS&D, etc.	Valid copy of mentioned/ required Certificate(s).	Anx-G
8.	The Bidder should have on its payroll minimum 25 IT professionals for the proper execution of the contract.	The bidder should submit an undertaking that it has minimum of 25 IT professionals on its roll. The Bidder should also submit a list of the professionals who will be involved in this work stating clearly their roles in this work along with their CVs as per the format attached as Annexure-4 .	Anx-H
9.	The Applicant should have an average annual turnover of at least Rs. 5 Crores (Rupees Five Crores Only) during the last three financial years (2013-14, 2014-15, and 2015-16).	Copies of audited balance sheets including profit & loss accounts/ annual reports of last three financial years (2013-14, 2014-15, and 2015-16) and CA Certificate.	Anx-I
10.	During each of the last three financial years ending 2015-16, the applicant must have been profit (net profit) making.	CA Certificate for the same for FY 2013-14, 2014-15, and 2015-16.	Anx-J
11.	The Bidder should either have a local support office at New Delhi or must submit an undertaking on its letter-head regarding timely establishment of same within 15 days from the date of work order, if awarded to it.	Address Proof of Local Office (Lease agreement or sale deed)/ Undertaking on letter head.	Anx-K
12.	The bidder should not have been under sanction, cross-debarred, debarred in participating in any procurement activities in India by NIELIT or any State or Central Government or autonomous body/SPSUs/CPSUs/any other govt organisation or its undertakings.	Undertaking to this effect shall be submitted by the applicant on its letter head and on Stamp Paper as per Annexure-3 .	Anx-L

We agree to abide by all the conditions mentioned in this Tender Document issued by the NIELIT and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein). We understand that NIELIT is not bound to accept the offer and that NIELIT has the right to reject the offer without assigning any reasons whatsoever.

Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization:-

Place:

Date:

Annexure 2: Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

Additional Director (P&A)
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Subject: Design, Development and Implementation of Online Integrated Student Life Cycle Management System.

Sir,

This bears reference to NIELIT RFP No. _____ Dated _____. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this RFP Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

We warrant that the service do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall **indemnify/protect** NIELIT from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on ___/___/2017 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our tender/work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

Annexure 3: SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of ₹100/- duly attested by the Notary Public)

To,

Additional Director (P&A)
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Sir,

In response to the RFP No. _____ Dated _____. for “**Design, Development and Implementation of Online Integrated Student Life Cycle Management System**”, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices in similar services either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body during last three years preceding the date of submission of bid.

We further declare that presently our Company/ firm _____ is not debarred and not declared ineligible for reasons other than corrupt & fraudulent practices in similar services by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission during last three years preceding the date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:

Place:

Annexure 4: Format for providing CVs of Staff to be deployed

1. **Proposed Position:**
2. **Name of Firm:**
3. **Name of Staff:**
4. **Date of Birth:**
5. **Nationality:**
6. **Education:**

Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained:

Degree	University/ Institution	Year in which obtained	%age of Marks obtained/CGPA

7. **Membership of Professional Associations:**

8. **Other Training:**

9. **Countries of Work Experience:** List countries where staff has worked in the last ten years

10. **Languages:** For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing

Language	Speaking	Reading	Writing

11. **Employment Record:** *Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*

From:	To:
Employer	

12. **Detailed Tasks Assigned:** *List all tasks to be performed under this Assignment/job*

13. **Work Undertaken that best illustrates the experience as required for the Role**

Among the Assignment/jobs in which the staffs has been involved, indicate the following information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 12.

Name of assignment/job or project	
Name of the client	
Year	
Location	
Main Project Features	
Position Held	
Activities performed	

14. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

Full name of authorized representative:

Annexure 5: DETAILS OF SIMILAR WORKS EXECUTED

S No	Name of Work/ Project & Location	Owner of sponsoring organization	Cost of Work (in crores)	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/Arbitration pending in progress with details, if any	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Name of the Bidder: -
 Authorized Signatory: -
 Seal of the Organization: -

Date:
 Place:

Annexure 6: REPRESENTATIVE AUTHORIZATION LETTER

Date : _____

Ref : _____

To

Additional Director (P&A)
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Dear Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of the agency for the RFP for **“Design, Development and Implementation of Online Integrated Student Life Cycle Management System”**. She/He is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

Annexure 7: BANK GUARANTEE

To

National Institute of Electronics & Information Technology
Electronics Niketan
6, CGO Complex,
New Delhi – 110 003

Sub: Performance Guarantee for supply of _____

Dear Sir,

This Deed of Guarantee executed by the _____ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and carrying out banking business including guarantee business and having its head office at _____ (hereinafter referred to as 'the Bank') in favour of National Institute of Electronics and Information Technology, an Autonomous Scientific Society under the administrative control of Ministry of Electronics and Information Technology, Government of India and having its Registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003 for supply of _____ (name(s) _____ (Rupees _____) (Approx. ___% of _____), being the total value of the items purchased including all taxes) after supply and installation of the items towards performance warrantee of the item (s) Supplied.

This Guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to a maximum of _____ (Rupees _____ only) and the Guarantee Shall remain in force upto (_____) year from the date of Issue of this Bank Guarantee and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ by NIELIT, New Delhi.

And whereas the bank _____ (name and address) has agreed to give on behalf of the Supplier a Guarantee.

Therefore, we hereby affirm that we unconditionally Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of- _____ (Rupees _____ only) and we undertake to pay you, at the very first instance without any demur upon your demand without cavil or argument, any sum or sums as specified by you within or upto the limit of _____ (Rupees _____) i.e. the amount of bank guarantee as aforesaid, without your need to prove or to show

grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank or supplier or beneficiary.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN

The bank hereby covenants and declares that the guarantee hereby given is an irrevocable on and shall not be revoked under any circumstances and/ or by a Notice or otherwise.

The Bank agrees that the amount hereby guaranteed shall be due and payable to NILEIT on serving us with a notice before expiry of Bank Guarantee requires the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the Bank or by registered post at the address of the Bank.

This guarantee shall remain in force up to _____ provided that if so desired by NIELIT, this guarantee shall be renewed at the instance of supplier or NIELIT for a further period as may be indicated by them on the same terms and conditions as contained therein.

Dated at This Day of

SEALED & SIGNED BY THE BANK

Note: for information

1. The guarantee should be furnished by a Nationalized Bank/Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper specified for the purpose.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
4. The PBG must be routed through Structured Financial Messaging System (SFMS) from issuing bank to NIELIT bank as given in the tender document by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be taken as submitted and become operational.

Annexure 8: PRE-BID QUERIES FORMAT

Name of the Company/Firm:

Address of the Company/Firm:

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos., Mobile no.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No./Clause	Rule Details	Query/ Suggestion/Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority.

Annexure 9: Financial Bid

1. The financial bid has been submitted in **BoQ** file only by uploading the same on e-Procurement portal as per the process.
2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as this RFP.

Name of the Tenderer : _____

Address for Correspondence : _____

Proforma of the consolidated financial proposal for “**Design, Development and Implementation of Online Integrated Student Life Cycle Management System**” is as follows:

Sr No	Description	Amount (INR)	Service Tax		Total Amount (INR) (E)=(C)+(D)
			%age	Amount (INR) (D)	
(A)	(B)	(C)			
01	Design, Development, Implementation, data migration, training, Security Audit, warranty support and other allied services of Integrated System as per the detailed scope of work.	Uploaded on CPP Portal in BoQ format only			

I undertake that:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
- (c) Services/Products/Goods supplied, will be of requisite specification and quality.
- (d) I/We shall be bound to compulsorily offer AMC services for two years after expiry of warranty period @8% per annum of the contract value. However, NIELIT may or may not award the AMC at its own sole discretion.

Notes:

1. The price quoted shall include the cost of security audit certificate (Safe to Host certificate) by CERT-In empanelled agency.
2. The rate should not be provided as a percentage figure. The Bidder must quote rate in absolute Indian Rupees.
3. The rate quoted will be valid till the completion of the project. The period of validity of rates can be extended with mutual agreement.
4. No condition will be entertained and conditional tender will be liable to be rejected.
5. The selection the agency will be on the basis of QCBS, with 30% weightage given to Financial Bid score and 70% weightage given to Technical Score(TS) as per the RFP terms.

Name of the Bidder: -
 Authorized Signatory: -
 Seal of the Organization: -

Date:

Place:

Annexure 10: Broad Scope of Modules

Broad scope of modules to be developed shall include but not necessarily limited to the following:

Accreditation Module

1. Authorised user should be able to define/modify/add/delete rules (hereinafter called modifiable rules) for each type of accreditation and should be able to add new accreditation (for new course) and its modifiable rules with defined validity period.
2. Receipt of online application for Provisional Accreditation as Accredited Institute (AI) or as Facilitation Centre (FC) as per rules including online receipt of fee.
3. Maintenance of parent-child relationship among institutes and provision for discount on accreditation fee depending on number of branches / bulk applications.
4. Scrutiny of application as per SOP of Accreditation/check list and status update and conveying of shortcomings/discrepancies to institute concerned, if any.
5. Receipt of reply from the institute online and re-scrutiny of application.
6. If eligible, where inspection is stipulated, constitution of Screening Committee with the approval of competent authority, else intimation of the shortcomings to the concerned institute for limited number of times as per rules and time given to the institute for compliance of the shortcomings as per rules.
7. Issue of letter to Convener/Member(s) of Screening Committee & acknowledgement to institute, by email and letter. The convener will be provided the online application submitted by the institute along with the uploaded documents in the pdf format.
8. Follow-up with Convenor & receipt of report of Screening Committee online, examine report of Screening Committee, process claims of experts & settlement of claims.
9. Solicit approval of Competent Authority for Provisional/Full Accreditation /Extension/Deferment /Rejection after report of screening/inspection committee where required, or after online scrutiny in other cases (such as for Facilitation Centre).
10. Issue of letter for Provisional/Full Accreditation/Extension/Deferment/Rejection to the institute concerned.
11. In case of Deferment, online receipt of application for re-visit at the institute within period as per rules from date of letter of deferment along with fee and requisite documents (uploaded), scrutiny, screening/inspection where required, approval, issue of letter conveying of the decision through email and letter.
12. Grievance of Institute against Screening Recommendations and redressal.
13. Performance Report Evaluation periodically as per rules of already accredited institutes.
14. Withdrawal, extension of provisional/full accreditation, upgrade to full accreditation from provisional, downgrade to provisional from fully accredited, etc. based on predefined performance criteria of already provisionally or fully accredited institutes upon receipt of documents as required and screening/ inspection if required. Complete procedure with application, payment of fee online where required, scrutiny, screening/inspection where required, approval, issue of letter conveying of the decision through email and print.
15. Receipt of request for Change of Name/ Address/ Management/ Dropping of Franchisor/ Licensor online. Procedure as per requirement with application, payment of fee online where required, scrutiny, screening/inspection where required, approval, issue of letter conveying of the decision through email and letter.
16. Receipt of request for Withdrawal of Accreditation voluntarily from an institute:

- i. Examination of documents as per original documents submitted by an institute at the time of grant of Provisional Accreditation and also for outstanding dues, if any.
 - ii. Solicit approval of competent authority for voluntary withdrawal of Accreditation
 - iii. Issue of Withdrawal Letter to the institute concerned.
17. Receipt of complaints/grievances from an individual/institute:
- i. Forwarding of complaints/grievances or issuance of “Show Cause Notice” to institute concerned seeking comments/reply & follow-up
 - ii. Examination of reply/documents and if required, an inspection may be carried out at the institute by the officials of the concerned Regional Centres, nominated by the Director of the respective Regional Centre.
 - iii. On the basis of the recommendations of the Inspection Committee or reply of the institute to the ‘Show Cause Notice’, the case may either be dismissed, forwarded to local police/state administration and/or the Accreditation will be withdrawn with the approval of competent authority.
 - iv. Issue of Withdrawal Letter to the institute concerned.

Experts Module

For confidential work like Paper Setting, Examination / Evaluation etc., NIELIT requires expertise of professionals for following activities:

- Conduct of NIELIT Examination – Exam Superintendents, Invigilators, etc.
- Observing NIELIT Examinations
- Accreditation of Institutes – for inspection/screening etc.
- Setting Question Papers of NIELIT
- Evaluation of Answer Sheets
- Evaluation of Projects

Based on various selection parameters, these experts get registered with NIELIT and offer their services on paid basis. System should have facility for:

1. Online signup and receipt of application for empanelment as expert
2. Processing/scrutiny as per modifiable rules and approval
3. Display on dashboard of
 - a) status of empanelment application
 - b) assignment of duties and communication thereof
 - c) guidelines related to their activities
 - d) status of their claims, and processing of claims for services rendered.
4. MIS reports based on the activity, assignment allotted, qualification, location, etc.

Their data shall be integrated with relevant department/module.

Courses Module

1. The system should enable delegation of course administration to designated Nodal Centres/Regional Centres in a three tier structure.
2. Facility for authorised users to add/update/revise modules and courses (offline and online courses) and their details and modifiable rules with defined validity period, and facility for RCs to add short term, corporate, project based and other such on-demand programmes which would be available only to them to schedule. Module based course construction.
3. Facility to add participatory programmes with or without examination
4. Features for authorised users to add/modify details of scheduling of courses, etc.

- pertaining to their respective Centre/Domain as per their assigned rights and modifiable automatic scheduling as per fixed exam calendar wherever applicable.
5. Feature to add/modify any sponsored scheme/sponsorship/scholarship for any course with provision of effective dates.
 6. Facility to define dependency/ level of courses in relation to other courses
 7. It shall be possible to specify date(s) from which curriculum, fee structures, and other variables are applicable with audit trail of changes made.

Student Information and Registration Module

1. Easy to access and understand information for students comprising various training activities of NIELIT.
2. Track interactions with students from first contact to course completion and beyond **starting from assignment of a Unique ID at the time of first interaction** (signing up with email id as user id) and checks to minimise duplicity.
3. Reporting of interactions (queries) to concerned Centre(s).
4. Online registration for all courses (formal, non-formal, short term, long term, digital literacy, corporate training, etc., direct candidates, AI/FC candidates) based on modifiable rules and starting & closing date(s) **including online payment where required** and **distribution of fees to concerned Centre (in case of RCs)** and confirmed registration only after reconciliation of payment with provision of payment in instalments where permissible. Capture/uploading and storing of images of candidates' signature, thumb impression, and photograph.
5. Mechanism for batch upload and registration (including user creation of new students and checks for duplicity and online payment) of Accredited Institutes'/Facilitation Centres' students by AIs/FCs.
6. Uploading and maintenance of documents for verification wherever self-declaration is not applicable.
7. Automatic module exemption as per rules wherever applicable and facility to authorised RC/HQ to manually exempt modules where parity is not map-able.
8. Refund mechanism as per NIELIT policy for batch not starting for any reason.
9. **Mechanism to identify, exempt from payment or reimburse as the case may be, and report for reconciliation purposes candidates who are registered under any sponsorship/scheme.**
10. Appropriate student re-registration, auto-upgradation, deactivation, transfer, extension, course/module parity, and cancellation functionality.
11. Option for candidates to correct and verify name and other details on first login and up to a predefined period as per rules.
12. Option for HQs/Authorised RC to change/correct/update enrolled students' details as per rules on payment of fees where required (fee slabs based on time and type of details) as prescribed.
13. Functionality for RCs/Accredited Institutes to verify and submit course completion of students.
14. Exam Scheduling (with provision for scheduling of on-demand exams) and online registration for examinations after confirmation (reconciliation) of **online payment of fees** (such as exam, practical or project fee) and tracking of number of attempts.
15. Exam cancellation and rescheduling /carry forward facility to rights owners.
16. Functionality for authorised RC/HQ to assign roll numbers and centre to the candidates as per choice and availability except where this functionality or part of functionality is being performed by Examination System.
17. Functionality for authorised RC/HQ to assign experts to the centres except where this functionality or part of functionality is being performed by Examination System.
18. Automated transfer of required data from proposed system to Examination System

for conduct of exams, e-Certification System for generation of certificates, Placement Portal and vice-versa for updation of results, status, etc. Exact interaction points shall be determined in consultation with NIELIT officials and mechanisms/tools developed by **the selected agency**.

MIS Module

Important Reports required (tentative and non-exhaustive)

1. NSDA Format for Reporting Skilling Target and Achievement for MeitY schemes with organisation wise details of courses, target sector, geographic coverage, eligibility, certifying agency, and target (in numbers and financial) allocated and achieved with category wise break up such as general, SC/ST, OBC, differently-abled, women, etc.
2. Generation of data in format required by Labour Market Information System (LMIS) of NSDA for details of Courses, Assessing & Certifying Authorities, Training Providers, Certified Candidates, etc. with fields such as:
 - a. **Courses:** course_id, course_name, course_description, course_code, sector_id, scheme_id, course_fee, no_of_seats, min_age_required, min_education_required, work_experience_if_required, min_required_training_hrs, max_required_training_hrs, course_ownership_type, course_duration_type, course_duration, course_session_type, qualification_nsqf, is_course_nsqf_compliant, nsqf_compliant_qual_name, nsqf_level, competency, is_job_role, govt_body_id, etc.
 - b. **Assessing and Certifying Bodies:** pkid, name, organization_pan, website, sectors_for_certification, job_roles, area_of_operation, corporate_email, registered_email, head_first_name, head_middle_name, head_last_name, head_email, head_contact_number, head_mobile_number, head_aadhar_number, contact_first_name, contact_middle_name, contact_last_name, contact_designation, contact_email, contact_contact_number, contact_mobile_number, contact_address, contact_state, contact_district, contact_tehsil, contact_city, contact_pincode, govt_body_id, old_id, address, state, state_code, district, district_code, tehsil, block, city, pincode, contact_number, mobile_number, address_type_id, etc.
 - c. **Training providers:** training_center_id, name, center_status, name_of_franchise, center_ownership, email_id, website, center_start_date, registration_date, registration_valid_upto, biometric_entry, ministry_name, department_name, scheme_name, registration_no, affiliated_state, affiliated_department, affiliated_scheme, affiliation_registration_no, nsdc_affiliation_no, num_of_courses_offered_annually, avg_num_of_candidates_trained, avg_batch_capacity, annual_center_capacity, average_trainee_cost, center_manager_first_name, manager_middle_name, manager_last_name, manager_email, manager_contact_no, manager_mobile_no, number_of_trainees_per_batch, number_of_candidates_enrolled_annually, placement_percentage_historic, placement_percentage_future_guaranteed, duration_between_course_compl_and_placement, no_of_candidates_trained, average_wages_post_training, sector, job_role, batch_start_date, batch_end_date, fk_training_provider_Name, govt_body_id, old_id, fk_training_provider_id, address, state, state_code, district, district_code, tehsil, block, city, pincode, contact_number, mobile_number, address_type_id, etc.
 - d. **Certified Candidates:** certified_candidate_id, registration_no, registration_date, first_name, middle_name, last_name, date_of_birth, gender, age, father_name, mother_name, mark_of_identification, category, religion, contact_number, alternate_contact_no, marital_status, spouse_name, email_id, disability_type, disability_category, disability_sub_category, disability_area, disability_percentage, disability_since, hospital_treating_disability, employed_or_self_employed, job_role, unemployed_since, bpl_or_apl, personal_income_annual, family_income_annual, spouse_income_annual, skill_set, passport_no, ration_card_no, aadhar_no,

driving_license_no, pan_card_no, voter_id_no, electricity_bill_consumer_account, electricity_bill_sub_division_code, any_other_state_id, educational_qualification, stream_of_degree, name_of_school_college, year_of_passing, differently_abled, bpl_number, work_experience, address, state, state_code, district, district_code, tehsil, block, city, pincode, mobile_number, address_type_id, govt_body_id, old_id

Final relevant fields and formats shall be finalized in consultation with NIELIT and NSDA officials. The data is to be generated periodically for transfer to LMIS and there should be mechanism to transfer data incrementally.

3. Reports on state-wise, course wise summary of accredited institutes(AIs) and facilitation centres(FCs), provisionally and fully accredited, etc.
4. List of AIs/FCs whose accreditation is due for renewal/expired.
5. Reports on experts' activity, assignments allotted, status, etc.
6. Daily report for Centres of queries received from students
7. Report of course wise queries received from students based on dates
8. Details of courses added and/or scheduled by Regional Centres
9. Reports for occupancy analysis of courses being offered
10. Online payment reconciliation reports
11. Summary and detailed reports of sponsored candidates scheme wise with financial details about cost, re-imburement, balance amount remaining from sponsoring departments, utilization of funds, etc.
12. Audit trail reports as per Cert-IN guidelines for changes in crucial data/rules, change history for various activities, failed login attempts, successful logins, etc.
13. Consolidated and Centre wise Summary and detailed reports of various activities related to course registration and exam registration giving details of total number of candidates registered course wise, exam-cycle wise, particular period wise, total fee received course wise within a period specified with break-up of various components, overall/centre/AI/FC wise candidates appeared, passed, toppers, etc. available to HQs as well as to respective Centres for their own candidates.
14. Reports of candidates with instalments due/overdue
15. Report of candidates in long term courses whose registration has expired/due to expire in a predefined period
16. List of candidates who have been deactivated
17. Reports facilitating monitoring of the applications, grievances, claims, etc.
18. Drill Down Reports related to various activities under the scope of work in distributed environment (centres /students /institutes / HQ/Admn & Finance Dept. etc.)
19. Query reports for business rules (modifiable rules) process wise, dependencies, etc.

Exact requirements in concrete formats for MIS shall be finalized in consultation with User Departments/Sections and Regional Centres of NIELIT.

Annexure 11: Service Level Agreement Format

CONTRACT AGREEMENT

This agreement is made and signed on _____ at New Delhi and is being executed from _____ between National Institute of Electronics and Information Technology, having its Head office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003, an Autonomous Scientific Society of MeitY, Govt. of India (hereinafter referred to as "NIELIT" (erstwhile DOEACC Society and hereinafter also referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof includes its successors in interest and permitted Assigns) of the FIRST PART

AND

M/s Successful_Bidder having its head office at _____ and corporate office at _____ (hereinafter referred to as "SUCCESSFUL_BIDDER" and hereinafter also referred to as the "Service Provider") which expression shall unless repugnant to the context or meaning thereof includes its successors in interest and permitted assigns) of the Second Part;

WHEREAS, NIELIT is desirous of getting the work of "**Design, Development and Implementation of Online, Integrated Student Lifecycle Management System**" hereinafter called the "WORK" and hereinafter also referred to as the "SYSTEM" and had invited proposals for this work as per tender documents dated <tender_date> issued for this purpose.

AND

WHEREAS, **M/s Successful_Bidder** has participated in the bidding vide their proposal dated <proposal_date> and has emerged as successful bidder (H1) after evaluation of bids, and NIELIT has accepted their aforesaid proposal and awarded the work to **M/s Successful_Bidder**, as per terms and conditions contained in the RFP ref.no. 60(8)2012-NIELIT-HQ (e-Tender ID: <Tender ID>) and given hereunder, therein which have been accepted by **M/s Successful_Bidder**, resulting into a "CONTRACT";

AND WHEREAS NIELIT and the Service Provider are hereinafter collectively referred to as "Parties" and individually as "Party";

AND WHEREAS, this Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s **Successful Bidder** and NIELIT for the provisioning of services required as per the Scope of Work in the RFP;

AND WHEREAS, NIELIT has requested the “Service Provider” to provide certain services as defined in the **Schedule III** (herein after called the “**Services**” and herein after also called the “**Work**”);

AND WHEREAS the Service Provider has assured to NIELIT that it has the required professional skills, personnel, technical and other resources and has agreed to provide the services on the terms and conditions set forth in this agreement;

AND WHEREAS, NIELIT has issued a Letter of Intent Ref. No. <LoI_No> dated <LoI_Date> for provisionally accepting the bid submitted for “Design, Development and Implementation of Online Integrated Student Lifecycle Management System”;

AND WHEREAS, Service Provider has conveyed its acceptance vide letter dated _____ for the terms and conditions of the Letter of Intent and for entering into contract at the quoted rates for “Design, Development and Implementation of Online Integrated Student Lifecycle Management System”;

AND WHEREAS, both NIELIT and Service Provider are mutually desirous to set forth in this Agreement with certain terms and conditions applicable for both the parties to this engagement;

AND Whereas, this agreement shall be treated as effective W.E.F <wef_date> i.e. the date on which Purchase Order reference no. <LoI_No> was placed with **M/s Successful Bidder** by NIELIT.

NOW, THEREFORE, both parties agree to the following terms and conditions:-

All the terms and conditions of the RFP document and pre-bid clarifications (attached as **Schedule-I** and **Schedule-II** respectively) shall be part of the contract.

1. DEFINITIONS

In this Agreement, the following terms shall be interpreted as indicated below:-

- i. “Applicable Law” means the Laws and any other instruments having force of Law in India as may be amended from time to time.
- ii. “Authorised Signatory” means the Service Provider’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
- iii. “Bank Guarantee” means the Bank Guarantee given by the Service Provider in accordance with the bid document.
- iv. “Bid” means the response to the Tender document (later defined as RFP) presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of RFP.
- v. “Bidder” means any firm/ agency/ company/ contractor/ supplier/ bidder responding to Invitation for Bids and who is participating in the Bid.
- vi. “Cert-IN” means Indian Computer Emergency Response Team
- vii. “CMC” means Contract Monitoring Committee.
- viii. “Contract” means a legally enforceable agreement entered into between NIELIT and the Service Provider(s) with mutual obligations.
- ix. “Day” means a calendar day.
- x. “Party” means NIELIT or the Service Provider as the case and context may be and Parties means both of them.
- xi. “LoI” means Letter of Intent
- xii. “EMD” means Earnest Money Deposit.
- xiii. “SLA” means Service Level Agreement is an agreement between two parties wherein one is NIELIT and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
- xiv. “SRS” means Software Requirement Specification

- xv. "Service Provider" means M/s Successful_Bidder that shall provide the services to NIELIT under the Agreement.

2. LANGUAGE

This Agreement has been executed in English language which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Agreement.

3. LIST OF SCHEDULES

The following Schedules appended to this agreement shall form an integral part of this Agreement:

S.No	Schedule No.	Details
1.	I	RFP of Online Integrated Student Lifecycle Management System
2.	II	Clarifications to pre-bid meeting of RFP of Online Integrated Student Lifecycle Management System
3.	III	Scope of Work and description of services

4. SCOPE OF WORK

The scope of work will be as per the terms of reference of the RFP. The detailed scope of work is placed at **Schedule-III**. Broadly, it shall cover:

1. Study, Requirement understanding and Analysis with respect to developing Online Integrated System for NIELIT after undertaking the study of the existing systems:
 - a. Preliminary study for existing system of NIELIT.
 - b. Requirement gathering through consultation with NIELIT.
 - c. Finalisation of Software and Database configuration.
 - d. Finalization of data migration and changeover strategy for smooth changeover.
2. Design, Development, Implementation and Maintenance of proposed online integrated system flexible enough to adapt to evolving policy and administrative rules through front-end customization capabilities such as for accreditation, course, and enrollment rules.
3. The system shall enable online application and processing of accreditation applications for long term and/or short term course or group of courses as per rules, and online accreditation renewal procedure.
4. Management of experts such as accreditation screening experts, exam superintendents, observers, etc.
5. Facility for HQ to add/update/revise modules and courses and their details including modifiable rules and facility for RCs to add short term, corporate and other such on-demand programmes which only RCs adding them can schedule. Module based course construction.
6. The System shall have flexible program/course/exam scheduling and common student interface for enquiry and enrolment to cover wide repertoire of programs offered by NIELIT HQs and its centres such as formal, non-formal, IT Literacy, short term, corporate training programmes/on-demand programmes.
7. The system shall fulfil requirements for MIS reports for various government schemes/departments such as for MeitY, Labour Market Information System (LMIS) of NSDA, etc
8. The system shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective Centre/Domain as per their assigned rights.
9. System should be robust, responsive and support at least 1000 concurrent users per instance and scalable as per need.
10. System front-end should initially be Bilingual, i.e., English and Hindi, and shall have provision for easily supporting other Indian Languages (multilingual) in future (Unicode compliant).
11. SUCCESSFUL_BIDDER shall carry out the Data migration /Porting of existing data into the new system. The format/schemas of existing data may be provided to SUCCESSFUL_BIDDER on request.
12. SUCCESSFUL_BIDDER shall get the system security audited at its own cost from CERT-In/CERT-In Empanelled vendors.
13. SUCCESSFUL_BIDDER would be required to provide Warranty, Maintenance, and Technical Support from the date of issue of completion certificate, and Annual maintenance of system with onsite technical support as and when required. Warranty and AMC include minor additional

requirements/minor changes apart from regular maintenance. The free warranty period would be of **ONE year** after the successful implementation of the system on production server. The successful implementation of the system means:

- a. Sign off of UAT
- b. Security Audit
- c. Successful Implementation on Production Server
- d. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.

After expiry of warranty period, SUCCESSFUL_BIDDER shall compulsorily offer AMC for a minimum of two years @ 8% per annum of contract value after expiry of warranty period. However, NIELIT may or may not award the AMC at its own sole discretion.

14. Identify the training requirements and train the concerned NIELIT staff/officers for successful implementation and maintenance of the developed system. The Training shall include application, database and other related features.
15. Preparation of User, Design & Technical manuals and other documents for the developed system in an easy to understand and user friendly language with proper Diagrams, Screen-shots and charts wherever required.
16. The design should organise business logic (with facility for authorised users to define, modify, add, and delete business rules from front end) and presentation logic separately while developing and implementing the proposed system, thus, restricting the database queries to be inserted inside the presentation and business logic; rather, it should be written in the Database only. Data fields' names should be self-explanatory

5. DELIVERABLES FROM "SUCCESSFUL BIDDER"

1. **SUCCESSFUL_BIDDER** is required to adhere to the time schedule of activities mentioned in the RFP so as to complete the work as per time schedule. Any delay in meeting the target dates may attract penalty as per RFP.
2. **SUCCESSFUL_BIDDER** shall thoroughly test the system for load, quality and performance along with proper functioning at its site before deployment of the software on production environment.
3. The system thus developed and tested shall be hosted at NIC Data Centre by **SUCCESSFUL_BIDDER** and maintained by **SUCCESSFUL_BIDDER**.
4. **SUCCESSFUL_BIDDER** shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the system would be hosted for efficient working of the System.
5. Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies.
6. **SUCCESSFUL_BIDDER** will be responsible to provide the latest and complete source code which can be compiled and deployed by NIELIT along with all the requisite software (Source Code, Libraries, IDEs etc.). NIELIT will be the sole proprietor of the system developed and any patents arising out the work shall be of NIELIT, and Service Provider will have no claim on the same.
7. **SUCCESSFUL_BIDDER** shall be responsible for creation of one time Master Data regarding NIELIT HQ, NIELIT Centers, etc. required for implementation of system including migration of data from the systems being replaced under the supervision of designated officers of NIELIT HQ and all NIELIT Centres.
8. **SUCCESSFUL_BIDDER** shall provide hands on user training to NIELIT staff for proper functioning, management of the system. The Training Plan shall be mutually decided between NIELIT and **SUCCESSFUL_BIDDER**. Training shall be provided on the basis of Training to Tutor model. During training, user manuals for the system shall be provided by **SUCCESSFUL_BIDDER**. No extra cost would be borne by NIELIT on account of this.
9. Source code should be well documented. NIELIT shall have the right to approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested.

10. System must be free from OWASP Vulnerabilities (Open Web Application Security Project). System should have Captcha Code on all forms (wherever required), Strong Password Policy, storing of any kind of username and password in the encrypted form in the database, Session Management, Audit/Log Trail etc.
11. System should be accessible on and compatible with all platforms and all major popular browsers (e.g. Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera, etc).

6. SERVICE MILESTONES/TIME SCHEDULE

The maximum time for completion of project including all the works as per the RFP is as under from the date of award of contract of the proposed system:

S. No	Milestone	Time Allowed
1	Analysis of the Project	14 days
2	Submission of Detailed Project Plan	14 days
3	Any suggestions for changes by NIELIT	14 days
4	Resubmission after modifications suggested by NIELIT	7 days
5	Sign Off and acceptance by NIELIT	7 days
6	Detailed Requirement gathering and analysis including Study and analysis of existing/Similar system and include best practices in draft design, Carry out a System Study to prepare the SRS, including Detailed High level and Low level application designs, Information Integration and Consolidation and submission of SRS document	45 days
7	Client Sign-off for Requirement Analysis, preparation of data design and application architecture for the system, data migration strategy, development of appropriate screen layouts and forms for the users, approval of prototype (design interface) developed, coordination and collection of required data from NIELIT (design should comply with system security guidelines issued by Cert-IN, NIC, MeitY, GoI)	30 days
8	Development of the system	90 days
9	Hosting Staging Server, UAT, and Security Audit	45 days
10	Hosting on the Production Server	14 days
11	Training	Mutually Decided

7. OTHER TERMS AND CONDITIONS

1. NIELIT and its stakeholders reserve the right of continuous monitoring the progress of the work.
2. NIELIT may hire services of third party to certify the system for load, quality and performance at its own cost to ensure proper functioning of the proposed system. The suggestions given by the third party, if any would be mandatory for SUCCESSFUL_BIDDER to implement and to incorporate and to execute the same from time to time.
3. NIELIT may hire services of third party to certify the proposed system for load, quality and performance at its own cost to ensure proper functioning of the system. The suggestions given by the third party, if any would be mandatory for SUCCESSFUL_BIDDER to implement and to incorporate and to execute the same from time to time.
4. Final approval/User Acceptance of the system shall be given by NIELIT after the testing and successful implementation.

8. SOURCE CODE, PROPRIETORSHIP AND PATENT

SUCCESSFUL_BIDDER will provide the latest and complete source code of the actual running software which can be compiled and deployed by NIELIT along with all the requisite software (Source Code, Libraries, IDEs etc.). NIELIT will be the sole proprietor of the system developed and its Intellectual Property Rights, and any patents arising out of the work shall be of NIELIT, and **SUCCESSFUL_BIDDER** will have no claim on the same.

9. POST IMPLEMENTATION SUPPORT/WARRANTY (SUPPORT AFTER UAT)

1. **SUCCESSFUL_BIDDER** shall be responsible for installation, administration and maintenance of the system for the period of Warranty after successful implementation and porting of data of all NIELIT Centres and HQ.
2. The Warranty period of 01 (one) year will start after the successful implementation of the system on the production server subject to the condition of obtaining the satisfactory completion certificate from NIELIT. Subsequently, AMC period will start after successful completion of warranty period.
3. *After* expiry of warranty period, **SUCCESSFUL_BIDDER** shall compulsorily offer AMC for a minimum of two years @ 8% per annum of contract value after expiry of warranty period. However, NIELIT may or may not award the AMC at its own sole discretion. **SUCCESSFUL_BIDDER** shall have to execute separate AMC as per the terms of the RFP in case AMC is awarded to **SUCCESSFUL_BIDDER**.
4. Payment for AMC shall be released on half yearly basis after successful expiring of the period subject to the satisfactory report by NIELIT officer concerned.
5. During the Warranty period, **SUCCESSFUL_BIDDER** shall perform all the upgrade/new version update free of cost.
6. During warranty/AMC period, any call shall have to be attended within 24 hours and any software issue shall be resolved within 48 hours of being reported. In case the solution requires more time, the **SUCCESSFUL_BIDDER** should report to the concerned nodal officer within given time frame in writing with requisite details, time required and justification for requirement of more time for approval.
7. During warranty period, minimum two persons shall be deployed by **SUCCESSFUL_BIDDER** at NIELIT HQs for a period of 12 months or till the system stabilizes whichever is earlier.

10. PERFORMANCE SECURITY DEPOSIT

- a) **SUCCESSFUL_BIDDER** shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for the due performance of the Contract in the amounts and currencies specified in the contract.
- b) **Form of Performance Security Deposit:** Security Deposit would be for an amount of 10 percent of the value of the awarded contract. Performance Security may be furnished in the form of Bank Guarantee from a Scheduled Commercial bank in favour of NIELIT.
- c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the **SUCCESSFUL_BIDDER's** failure to comply with its obligations under the Contract.
- d) EMD will be refunded on receipt of Performance Security.
- e) The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- f) For Annual Maintenance Contract, a separate agreement shall be signed. **SUCCESSFUL_BIDDER** has to submit Performance Security @ 10% of total AMC work for a period of two years. It should remain valid for a period of 60 days beyond the date of completion of all contractual obligations for AMC.
- g) **Forfeiture of Performance Security Deposit:** Performance Security Deposit shall be forfeited/invoked in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When **SUCCESSFUL_BIDDER** fails to provide deliverables after partially executing the purchase/ work order or **SUCCESSFUL_BIDDER** fails to fulfill its obligation under the contract.
- h) No interest will be paid by NIELIT on the amount of earnest money and performance security Deposit.
- i) Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against **SUCCESSFUL_BIDDER** such as severing future business relation or black listing, etc, as may be deemed fit.

11. PENALTY CLAUSE / LIQUIDATED DAMAGE

If any of the stages specified, is either not completed, or not completed satisfactorily, as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the contractor and not in any way attributable to the delay on the part of NIELIT, a

penalty @ 0.50% of the contract value, per week or part thereof (subjected to maximum 10%) may be imposed.

If the delay exceeds for the penalty of more than the maximum penalty of 10%, then the contract shall be terminated with immediate effect and no clarification/justification will be entertained by NIELIT in this regard, the performance security deposit will be forfeited and other legal action would be initiated as per terms and conditions of contract. NIELIT may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the contractor.

During warranty/AMC period, any call shall have to be attended within 24 hours and any software issue shall be resolved within 48 hours of being reported. In case the solution requires more time, SUCCESSFUL_BIDDER should report to the concerned nodal officer within given time frame in writing with requisite details, time required and justification for requirement of more time for approval. A penalty of Rs. 1000/- per day for the days the issue remains unresolved beyond 48 hours or extra time if allowed shall be imposed subject to maximum of 10% of contract value of the awarded work beyond which its contract is liable to be terminated besides initiation of other actions as deemed fit as per Indian laws.

Further, if any act or failure by SUCCESSFUL_BIDDER results in failure or non-operation of systems and if NIELIT has to take corrective actions to ensure functionality of its systems, NIELIT reserves the right to claim/recover damages from SUCCESSFUL_BIDDER, which shall be equal to the cost it incurs or loss it suffers from such act or failure.

NIELIT reserves its right to recover these amounts by any mode including adjusting from any payments to be made by NIELIT to SUCCESSFUL_BIDDER, irrespective of whether such payment is related to this contract or otherwise.

12. PAYMENT TERMS

- a) The currency or currencies in which payments shall be made to SUCCESSFUL_BIDDER under this Contract shall be Indian Rupees (INR) only and shall be paid only as under:
 - i. 60% of the contract value after sign off of the UAT and handover of design and technical documents
 - ii. 30% of the contract value after the successful implementation as follows:
 - a. Security Audit
 - b. Successful Implementation on Production Server
 - c. Handover of actual running software source code complete in all respects including source code of DLLs and other supporting libraries.
 - iii. 10% of the contract value after three months of implementation on production server.
- b) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to SUCCESSFUL_BIDDER.
- c) All remittance charges will be borne by SUCCESSFUL_BIDDER.
- d) In case SUCCESSFUL_BIDDER fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost recoverable from SUCCESSFUL_BIDDER in addition to damages and penalty.
- e) Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.
- f) All payments to SUCCESSFUL_BIDDER shall be made through RTGS only for which they are required to submit the following information:
 - i. Bank Account Number & Name
 - ii. IFSC Code.
 - iii. Bank Details Bank Name, Bank branch address).
- g) **Tax deduction at source:** All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to SUCCESSFUL_BIDDER as per the respective law in force at the time of execution of contract. NIELIT shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The service provider shall furnish to the purchaser registration number under works tax, service tax and PAN(for TDS), as applicable.

- h) For all services supplied, **SUCCESSFUL_BIDDER** shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.
- i) Any variation in government levies shall be as per actuals.

13. OBLIGATIONS OF THE SERVICE PROVIDER

- i). **Standard of Performance:** The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to NIELIT, and shall at all times support and safeguard NIELIT's legitimate interest in any dealings with third party.
- ii). **Conflict of Interest:-** The Service Provider shall hold NIELIT's interest paramount, without any consideration for future work, and strictly avoid any conflict with other assignments or their own corporate interests.
- iii). **Prohibition of conflicting Activities:** The Service Provider shall not engage, and shall cause their Personnel as well as their third party and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- iv). **Confidentiality:** Except with the prior written consent of NIELIT, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Service Provider and the Personnel make public the recommendation formulated in the course of, or as a result of, the Services.
- v). **Service Provider's Actions Requiring NIELIT Prior approval:** The Service Provider shall obtain NIELIT's approval in writing before taking any of the following action:
 - a) Entering into a sub Agreement for the performance of any part of the Services.
 - b) Any other action that may be specified in the Agreement.

14. DISPUTES AND ARBITRATION

In the event of any dispute arising out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Secretary, Ministry of Electronics & Information Technology, Government of India. The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator has to be shared equally by the parties.

15. FORCE MAJEURE

- a) Notwithstanding anything contained in the Bid Document, **SUCCESSFUL_BIDDER** shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed, otherwise delay resulting out of fire will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on **SUCCESSFUL_BIDDER**.
- c) If a Force Majeure situation arises, **SUCCESSFUL_BIDDER** shall promptly notify to NIELIT in writing, of such conditions and the cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT in writing, **SUCCESSFUL_BIDDER** shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) NIELIT may terminate this agreement by giving a written notice of a minimum 15 days to **SUCCESSFUL_BIDDER**, if as a result of Force Majeure; the contractor is unable to perform a material portion of the services for a period of more than 60 days.

16. APPLICABLE LAW

- a) The contract shall be interpreted in accordance with the laws of the Union of India and the Delhi Government.
- b) Governing Law and Choice of Forum :
 - i. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).
 - ii. Any suit/legal action filed by any third party on account of the services provided by the contractor against any item related/pertaining to this project shall be settled by the contractor at his own cost. NIELIT will NOT be a party to the same.

17. NOTICES

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

18. TERMINATION

a) Termination for Insolvency

NIELIT may at any time terminate the Contract by giving Notice to SUCCESSFUL_BIDDER if SUCCESSFUL_BIDDER becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to SUCCESSFUL_BIDDER, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT. Performance Guarantee Bond/Security in any form submitted by SUCCESSFUL_BIDDER shall stand forfeited.

b) Termination for Default

- i. NIELIT may, without prejudice to any other remedy for breach of contract, by 15 (fifteen) days notice in writing of default sent to SUCCESSFUL_BIDDER, terminate the contract in whole or in part if SUCCESSFUL_BIDDER: -
 - a. has abandoned or repudiated the Contract; or
 - b. has without valid reason failed to commence work on the project promptly; or
 - c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
 - d. refuses or is unable to provide sufficient Documentation, Services, or labour to execute and complete the project in the manner specified in the agreed and finalized Project Plan; or
 - e. makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from NIELIT; or
 - f. has obtained the contract as a result of ring tendering, or with illegal measures; or
 - g. information submitted/furnished are found to be incorrect; or
 - h. persistently disregards the instructions of NIELIT in contravention of any provision of the Contract; or
 - i. fails to adhere to the agreed program of work; or
 - j. assigns or sublets the work in whole or in part thereof without prior written consent of NIELIT; or
 - k. performance is not satisfactory; or
 - l. fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
 - m. fails to perform any obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - n. makes an arrangement with or assignments in favour of its/their creditors or agrees to carry out the contract under a committee or inspection of its/their creditors; or
 - o. in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
 - p. commits breach of any condition of the contract.
- ii. **If NIELIT terminates the contract in whole or in part then amount of performance security deposit (PSD) will be forfeited.**
- iii. No claim/compensation shall be payable by NIELIT as a result of such termination.

- iv. NIELIT shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract.
- v. The contractor shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- vi. The above shall be without prejudice to any other remedies/rights/claims etc. that may be available to NIELIT under the law.

c) Termination for Convenience

- i. NIELIT, by Notice sent to SUCCESSFUL_BIDDER, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of SUCCESSFUL_BIDDER under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case SUCCESSFUL_BIDDER may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

Each party acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

For & on Behalf of M/s SUCCESSFUL_BIDDER

For & on Behalf of NIELIT

Signature

Signature

Name :-

Name :-

Designation :-

Designation :-

Date & Place :-

Date & Place :-

(Witness)

(Witness)

Signature

Signature

Name :-

Name :-

Designation :-

Designation :-

Date & Place :-

Date & Place :-